IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-10-2006

CORAM:

THE HONOURABLE MR.JUSTICE P.K.MISRA
and
THE HONOURABLE MR.JUSTICE R.SUDHAKAR

W.P.Nos.6036 to 6041, 7316 to 7325, 7405 to 7414, 7419 to 7428, 7429 to 7438, 7478 to 7487, 7843 to 7847, 7853 to 7862, 7963 to 7972, 8343 to 8351, 8352 to 8361, 8788 to 8797, 8809 to 8818, 8952 to 8961, 8972 to 8981, 9052 to 9061, 9062 to 9071, 9644 to 9646, 9825 to 9834, 9835 to 9844, 9845 to 9854, 10084 to 10090, 10091 to 10100, 10667 to 10676, 10695 to 10704, 10758 to 10767, 10941 to 10951, 10953 to 10963, 11200 to 11209, 11278 to 11287, 11288 to 11297, 11468, 11813 to 11822, 11904 to 11912, 12002, 12046, 12285 to 12294, 12334 to 12343, 12386 to 12394, 12443 to 12452, 12689 to 12698, 13121 to 13130, 13131 to 13141, 13142 to 13151, 13152 to 13162, 13515 to 13517, 13681 to 13688, 13774 to 13785, 13857 to 13860, 13977, 14243, 14397 to 14406, 14407 to 14411, 14507, 14749 to 14752, 15005 to 15009, 15021 to 15023, 15437 to 15442, 21684 to 21687, 24565 to 24569, 25294 to 25297 and 25085 to 25089 of 2002, 30125, 37343 and 37381 to 37383 of 2003, 12382 of 2001, 25026 and 25027 of 2004

and

W.P.M.P.Nos.8348 to 8353, 10124 to 10133, 10251, 10260, 10271 to 10280, 10281 to 10290, 10316 to 10325, 10762 to 10766, 10771 to 10780, 10902 to 10911, 11367 to 11375, 11376 to 11385, 11956 to 11965, 11976 to 11985, 12144 to 12153, 12167 to 12176, 12279 to 12288, 12289 to 12298, 13061 to 13063, 13300 to 13309, 13310 to 13319, 13320 to 13329, 13647 to 13653, 13654 to 13663, 14387 to 14396, 14410 to 14419, 14491 to 14500, 14734 to 14744, 14748 to 14758, 15128 to 15137, 15220 to 15229, 15230 to 15239, 15483, 15912 to 15921, 16024 to 16032, 16174, 16225, 16556 to 16565, 16607 to 16616, 16686 to 16694, 16761 to 16770, 17052 to 17061, 17672 to 17681, 17682 to 17692, 17693 to 17702, 17703 to 17713, 18184 to 18186, 18456 to 18463, 18630 to 18641, 18719 to 18722, 18862, 19209, 19398 to 19407, 19408 to 19412, 19504, 19810 to 19813, 20174 to 20178, 20191 to 20193, 20693 to 20698, 30008 to 30011, 33788 to 33792, 34746 to 34749, 34443, 34445, 34447, 34449 and 34450 of 2002, 36799, 45319, 45374, 45376, 45378, 45375 and 45377 of 2003, 18151 of 2001, 30425 and 30426 of 2004

1.S.Raghavan ..Petitioner in WP 6036/2002

2.V.Muralidharan
rep. by its power of Attorney
S.Thiagarajan ..Petitioner in WP 6037/2002

3.M.P.Subramanian ..Petitioner in WP 6038/2002

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4.S.Nagarajan ..Petitioner in WP 6039/2002

5.K.Rajagopalan ..Petitioner in WP 6040/2002

6.M.Kamala ..Petitioner in WP 6041/2002

7.K.R.Radhakrishnan ..Petitioner in WP 7316/2002

8.S.Ashok Kumar ..Petitioner in WP 7317/2002

9.D.S.Vasantha ..Petitioner in WP 7318/2002

10.K.Saroja ..Petitioner in WP 7319/2002

11.A.Boomi ..Petitioner in WP 7320/2002

12.S.Kalavenkataraman ..Petitioner in WP 7321/2002

13.C.Rajasekaran ..Petitioner in WP 7322/2002

14.M.V.Krishnamoorthy ..Petitioner in WP 7323/2002

15.N.Santha ..Petitioner in WP 7324/2002

16.V.Subramanian ..Petitioner in WP 7325/2002

17.Dr.S.D.Peter ..Petitioner in WP 7405/2002

18.R.Mythili ..Petitioner in WP 7406/2002

19.G.Chandra Monleeswaran ..Petitioner in WP 7407/2002

20.N.Subburaman ..Petitioner in WP 7408/2002

21.R.Jeyapandian ..Petitioner in WP 7409/2002

22. Vairam Shetty
W/o.Dr.Narendra Shetty ..Petitioner in WP 7410/2002

23.D.Seshan ..Petitioner in WP 7411/2002

24.T.Vasantha ..Petitioner in WP 7412/2002

25.S.Murali ..Petitioner in WP 7413/2002

26.K.Sundaralingam ..Petitioner in WP 7414/2002

27.V.Dharmar ..Petitioner in WP 7419/2002

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28.R.Anandhamanoharan ..Petitioner in WP 7420/2002

29.N.Benaugustus ..Petitioner in WP 7421/2002

30.K.Gopalakrishnan ..Petitioner in WP 7422/2002

31.D.Muthulakshmi ..Petitioner in WP 7423/2002

32.R.Rajaram ..Petitioner in WP 7424/2002

33.K.Madasamy ..Petitioner in WP 7425/2002

34.K.N.Venkateswaran ..Petitioner in WP 7426/2002

35.T.Karunanidhi
Stalin Joseph ..Petitioner in WP 7427/2002

36.Avudaiammal ..Petitioner in WP 7428/2002

37.M.Sampath ..Petitioner in WP 7429/2002

38.M.Ramasamy ..Petitioner in WP 7430/2002

39.N.Nambusubramaniam ..Petitioner in WP 7431/2002

40.K.Parvathy ..Petitioner in WP 7432/2002

41.K.Gomathi ..Petitioner in WP 7433/2002

42.V.Baliah ..Petitioner in WP 7434/2002

43.G.Jayalakshmi ..Petitioner in WP 7435/2002

44.V.Narayanan ..Petitioner in WP 7436/2002

45.R.Muthuram ..Petitioner in WP 7437/2002

46.S.T.S.Venkataraju ..Petitioner in WP 7438/2002

47.R.Vasudevan ..Petitioner in WP 7478/2002

48.K.Vijayalakshmi ..Petitioner in WP 7479/2002

49.N.Lingamoorthy ..Petitioner in WP 7480/2002

50.R.Durairaj ..Petitioner in WP 7481/2002

51.Hayal Nirmal Fernandez ..Petitioner in WP 7482/2002

52.K.Chandrasekaran ..Petitioner in WP 7483/2002

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53.Dr.Usharavikumar ..Petitioner in WP 7484/2002

54.S.Sairam ..Petitioner in WP 7485/2002

55.Vimala Thulasi Bai ..Petitioner in WP 7486/2002

56.K.Kadher Batcha ..Petitioner in WP 7487/2002

57.N.Natarajan ..Petitioner in WP.7843/2002

58.Dr.A.Pandian ..Petitioner in WP 7844/2002

59.Mrs. Malini Achee Paripooranam ..Petitioner in WP 7845/2002

60.R.Nithyakalyani ..Petitioner in WP 7846/2002

61.Mrs. Nagagani (Leaga hire) ..Petitioner in WP 7847/2002

62.R.Easwara Subramanian ..Petitioner in WP 7853/2002

63.V.S.Ramasami ..Petitioner in WP 7854/2002

64.A.Navaneetha Krishnan ..Petitioner in WP 7855/2002

65.P.Muthusamy ..Petitioner in WP 7856/2002

66.V.Balachandran ..Petitioner in WP 7857/2002

67.Mrs. Ramila Ramadoss ..Petitioner in WP 7858/2002

68.C.Subramani ..Petitioner in WP 7859/2002

69.N.G.Ramanathan ..Petitioner in WP 7860/2002

70.V.Mathivanan ..petitioner in WP 7861/2002

71.J.Kalyanasundaram ..Petitioner in WP 7862/2002

72.S.Raghavan ..Petitioner in WP 7963/2002

73.S.Jaikumar Albert ..Petitioner in WP 7964/2002

74.R.Thanukrishnan ..Petitioner in WP 7965/2002

75.V.Rengan ..Petitioner in WP 7966/2002

76.R.Athmaram ..Petitioner in WP 7967/2002

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77.A.Pathasudeen ..Petitioner in WP 7968/2002

78.A.Rajamani ..Petitioner in WP 7969/2002

79.B.S.Selvaraj ..Petitioner in WP 7970/2002

80.V.Venkateswaran ..Petitioner in WP 7971/2002

81.R.Somasundaram ..Petitioner in WP 7972/2002

82.N.K.Saradha ..Petitioner in WP 8343/2002

83.P.Bagyanathan ..Petitioner in WP 8344/2002

84.R.K.Sarojini ..Petitioner in WP 8345/2002

85.R.Saravanan ..Petitioner in WP 8346/2002

86.R.Selvaraj ..Petitioner in WP 8347/2002

87.S.Pattan ..Petitioner in WP 8348/2002

88.S.Devaki ..Petitioner in WP 8349/2002

89.M.H.Sahasrahmam ..Petitioner in WP 8350/2002

90.G.Deenadayabaran ..Petitioner in WP 8351/2002

91.T.M.Swaminathan ..Petitioner in WP 8352/2002

92.A.Ramakrishnan ..Petitioner in WP 8353/2002

93.V.Seetharaman ..Petitioner in WP 8354/2002

94.K.S.Radhakrishnan ..Petitioner in WP 8355/2002

95.S.Indira ..Petitioner in WP 8356/2002

96.R.S.Hariram ..Petitioner in WP 8357/2002

97.G.Swaminathan ..Petitioner in WP 8358/2002

98.A.Athirshtaraj ..Petitioner in WP 8359/2002

99.S.Madhavan ..Petitioner in WP 8360/2002

100.Mrs. L.Raji ..Petitioner in WP 8361/2002

101.V.Subramanian ..Petitioner in WP 8788/2002

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102.R.Subramanian ..Petitioner in WP 8789/2002

103.K.Mangalambal ..Petitioner in WP 8790/2002

104.S.Joseph ..Petitioner in WP 8791/2002

105.S.Padmanabhan ..Petitioner in WP 8792/2002

106.N.Pattumani ..Petitioner in WP 8793/2002

107.S.Bhavani ..Petitioner in WP 8794/2002

108.R.Ponraj ..Petitioner in WP 8795/2002

109.A.Ananthakrishnan ..Petitioner in WP 8796/2002

110. Nalini Suriyanarayanan ..Petitioner in WP 8797/2002

111.A.R.Suganthi ..Petitioner in WP 8809/2002

112.S.Hariharan ..Petitioner in WP 8810/2002

113. O.Venkatesan ..Petitioner in WP 8811/2002

114.M.Durairaj ..Petitioner in WP 8812/2002

115.B.V.Jagadeesh ..Petitioner in WP 8813/2002

116.K.Nagalakshmi ..Petitioner in WP 8814/2002

117.P.K.Adhi Jaganthan ..Petitioner in WP 8815/2002

118.M.Krishnamoorthy ..Petitioner in WP 8816/2002

119.J.Ansarmohideen ..Petitioner in WP 8817/2002

120.L.Veeranarayanan ..Petitioner in WP 8818/2002

121.M.Alagu ..Petitioner in WP 8952/2002

122.Mrs. Lakshmi Rani ..Petitioner in WP 8953/2002

123.T.Kanakavel Pandian ..Petitioner in WP 8954/2002

124.E.Vidyasagaran ..Petitioner in WP 8955/2002

125.K.R.Ramalingam ..Petitioner in WP 8956/2002

126.V.D.S.Viswanathan ..Petitioner in WP 8957/2002

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127.V.Radhakrishnan ..Petitioner in WP 8958/2002

128.S.V.Mani ..Petitioner in WP 8959/2002

129.M.R.Sivaramakrishnan ..Petitioner in WP 8960/2002

130.P.Sendoor Pandy ..Petitioner in WP 8961/2002

131.S.Kannan ..Petitioner in WP 8972/2002

132.T.Srinivasan ..Petitioner in WP 8973/2002

133.L.Srinivasan ..Petitioner in WP 8974/2002

134.PL.Manickam ..Petitioner in WP 8975/2002

135.M.C.Jeyapaul ..Petitioner in WP 8976/2002

136.S.Sundararajan ..Petitioner in WP 8977/2002

137.Mrs. Dulice Johnson ..Petitioner in WP 8978/2002

138.T.V.Mohanram ..Petitioner in WP 8979/2002

139.N.O.H.Sikkandar ..Petitioner in WP 8980/2002

140.Y.Sivaraman ..Petitioner in WP 8981/2002

141.N.Bagavathy ..Petitioner in WP 9052/2002

142.R.Devasankar ..Petitioner in WP 9053/2002

143.V.R.Mani ..Petitioner in WP 9054/2002

144.S.Manivannan ..Petitioner in WP 9055/2002

145.T.R.N.Sundaramoorthy ..Petitioner in WP 9056/2002

146.D.Danis ..Petitioner in WP 9057/2002

147.Bhavani Samu ..Petitioner in WP 9058/2002

148.A.N.Solai ..Petitioner in WP 9059/2002

149. R.Augustus John Vijayakumar ..Petitioner in WP 9060/2002

150. Dr. N.Kalidoss ..Petitioner in WP 9061/2002

151.P.K.Kannan ..Petitioner in WP 9062/2002

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152.A.R.Parameswaran ..Petitioner in WP 9063/2002

153.R.Vasantha .. Petitioner in WP 9064/2002

154.S.T.Ramasubbu ..Petitioner in WP 9065/2002

155.K.N.Balasubramanian ..Petitioner in WP 9066/2002

156.R.Venkataraman ..Petitioner in WP 9067/2002

157.K.Viswanathan ..Petitioner in WP 9068/2002

158.C.L.Pathy ..Petitioner in WP 9069/2002

159.V.Venkatachalam ..Petitioner in WP 9070/2002

160. R.Kumuthakalavathi ..Petitioner in WP 9071/2002

160 (a).S.Thiagarajan ..Petitioner in WP9644/2002

160 (b) .Bimala Chandrasekar ..Petitioner in WP 9645/2002

160.(c)A.Loganathan ..Petitioner in WP 9646/2002

160.(d)M.Duraipandian ..Petitioner in WP 9825/2002

160. (e)R.Sethuraman ..Petitioner in WP 9826/2002

160.(f)S.Manoharan ..Petitioner in WP 9827/2002

161. P.Ganapathy ..Petitioner in 9828/2002.

162. N.Murugan ..Petitioner in 9829/2002.

163. N.Sasikala ..Petitioner in 9830/2002.

164. G.Perumal ..Petitioner in 9831/2002.

165. C.Palani ..Petitioner in 9832/2002.

166. M.Vaidyanathan ..Petitioner in 9833/2002.

167. M.G.Kasiviswanathan ..Petitioner in 9834/2002.

168. M.S.Lakshmanan ..Petitioner in 9835/2002.

169. V. Seethabai ..Petitioner in 9836/2002.

170. Lalitha Ramakrishnan ..Petitioner in 9837/2002.

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171. V. Subramanian ..Petitioner in 9838/2002.

172. N. Shanmugasundaram ..Petitioner in 9839/2002.

173. T.Devarajan ..Petitioner in 9840/2002.

174. V. Singara Vadivelu ..Petitioner in 9841/2002.

175. B.Mohan ..Petitioner in 9842/2002.

176. A.Jayabharath ..Petitioner in 9843/2002.

177. S. Vaidyanathan ..Petitioner in 9844/2002.

178. K.Ramakrishnan ..Petitioner in 9845/2002.

179. Irena Albert ..Petitioner in 9846/2002.

180. K.Subramanian ..Petitioner in 9847/2002.

181. K.Venkatasubramanian ..Petitioner in 9848/2002.

182. V.Krishnasamy ..Petitioner in 9849/2002.

183. S.S.Rajaram ..Petitioner in 9850/2002.

184. R.Suresh [Legal Heir
S/o. Late C.S.Ramamoorthy ..Petitioner in 9851/2002.

185. V.Natarajan ..Petitioner in 9852/2002.

186. T.K.B.Lalitha ..Petitioner in 9853/2002.

187. V.Jayaraj ..Petitioner in 9854/2002.

188. A. Rajamannar ..Petitioner in 10084/2002.

189. Sugantha ..Petitioner in 10085/2002.

190. K. Subbulakshmi ..Petitioner in 10086/2002.

191. S. Gurasamy ..Petitioner in 10087/2002.

192. S.Kannan ..Petitioner in 10088/2002.

193. V. Meenashi ..Petitioner in 10089/2002.

194. S.D.Jospeh Kribakaran ..Petitioner in 10090/2002.

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195. S. Jayavalli ..Petitioner in 10091/2002.

196. R.Subbarayan ..Petitioner in 10092/2002.

197. P.V.Mathrubutham ..Petitioner in 10093/2002.

198. A.Rangarajan ..Petitioner in 10094/2002.

199. B.Shanmuganathan ..Petitioner in 10095/2002.

200. R.V.Parameswaran ..Petitioner in 10096/2002.

201. Rajagopalan ..Petitioner in 10097/2002.

202. K.Mohan ..Petitioner in 10098/2002.

203. V.Suruli ..Petitioner in 10099/2002.

204. Jayalakshmi ..Petitioner in 10100/2002.

205. S.Rajendran ..Petitioner in 10667/2002.

206. K.Usha ..Petitioner in 10668/2002.

207. S.Kuthalam ..Petitioner in 10669/2002.

208. Dr.P.Pillaiyar ..Petitioner in 10670/2002.

209. A.Kalaichelvi ..Petitioner in 10671/2002.

210. V.S.Suraianarayanan Rep.
By Legal Heir
Mrs. Ambika Surianarayanan ..Petitioner in 10672/2002.

211. Mrs. Anandavalli[Legal Heir]
W/o. Late Shanmuga Kumar ..Petitioner in 10673/2002.

212. R.Charumathy ..Petitioner in 10674/2002.

213. C.Sivaraman ..Petitioner in 10675/2002.

214. S.Padmavathi ..Petitioner in 10676/2002.

215. Dr.P.Nandagopalsamy ..Petitioner in 10695/2002.

216. P.Periasamy ..Petitioner in 10696/2002.

217. S.Rajendran ..Petitioner in 10697/2002.

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218. Dr.M.Subbian ..Petitioner in 10698/2002.

219. V.Venkatachalam ..Petitioner in 10699/2002.

220. A.John Britto ..Petitioner in 10700/2002.

221. A.Joseph Dhanraj ..Petitioner in 10701/2002.

222. G.Vasantha ..Petitioner in 10702/2002.

223. G.Meenakshi Sundaram ..Petitioner in 10703/2002.

224. Mr.B.Selvalakhsmi ..Petitioner in 10704/2002.

225. C.V.S.Manian ..Petitioner in 10758/2002.

226. K.S.Yamuna ..Petitioner in 10759/2002.

227. R.R.Anandam ..Petitioner in 10760/2002.

228. M.Thangaiah ..Petitioner in 10761/2002.

229. P.K.Venugopal ..Petitioner in 10762/2002.

230. M.Sundarameenakshi ..Petitioner in 10763/2002.

231. R.Meenakumari ..Petitioner in 10764/2002.

232. M.Arumugam ..Petitioner in 10765/2002.

233. P.Smith [Legal heir] of G.Rajammal ..Petitioner in 10766/2002.

234. E.Kalyanasundaram ..Petitioner in 10767/2002.

235. S. Bama ..Petitioner in 10941/2002.

236. S.K.Gomathi ..Petitioner in 10942/2002.

237. K.Rajagopalan ..Petitioner in 10943/2002.

238. Mrs. Subashini Kumaran ..Petitioner in 10944/2002.

239. C.S.Gnanaprakash ..Petitioner in 10945/2002.

240. S.R.Rengan ..Petitioner in 10946/2002.

241. J.Soosaimuthu ..Petitioner in 10947/2002.

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242. K.Krishnan ..Petitioner in 10948/2002.

243. R.N.Thangarajpandian ..Petitioner in 10949/2002.

244. Mrs.Menaga Devi ..Petitioner in 10950/2002.

245. S.Samayamuthu ..Petitioner in 10951/2002.

246. A.Alagarsamy ..Petitioner in 10953/2002.

247. M.Kandasamy ..Petitioner in 10954/2002.

248. S.K.Subramanian ..Petitioner in 10955/2002.

249. S.Mookandi ..Petitioner in 10956/2002.

250. M.S.Surendran ..Petitioner in 10957/2002.

251. K.Tholkappian ..Petitioner in 10958/2002.

252. S.M.Md.Ibrahim ..Petitioner in 10959/2002.

253. Mr.G.Kasturi Bai ..Petitioner in 10960/2002.

254. N.Krishnamoorthy ..Petitioner in 10961/2002.

255. S.K.Sankaranarayanan ..Petitioner in 10962/2002.

256. R.Selvaraj ..Petitioner in 10963/2002.

257.M.Shafeeyudeen ..Petitioner in 11200/2002.

258. G.Sheik Mohideen
rep. By his Power of Attorney
K.A.Chandrasekar. ..Petitioner in 11201/2002.

259. M.Elangovan rep. By his
Power of Attorney,
S.Manisekar. ..Petitioner in 11202/2002.

260. S.Sundaram rep. By his
Power of Attorney,
V.Balasubramanian ..Petitioner in 11203/2002.

261. N.Subramanian
rep. By his Power of Attorney
N.Esara Prasad. ..Petitioner in 11204/2002.

262. M.Viswanathan rep. By his

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Power of Attorney
B.Manjula ..Petitioner in 11205/2002.

263. Kaladevi
rep. By her Power of Attorney
G.Selvaraj ..Petitioner in 11206/2002.

264. V.Srinivasan rep. By Power
of Attorney, P.Sridharan. ..Petitioner in 11207/2002.

265. V.Parvathi
rep. By his Power of Attorney,
K. Vasantha ..Petitioner in 11208/2002.

266. N.Parthasarathy rep. By
his Power of Attorney,
Mr.V.Maragathavalli. ..Petitioner in 11209/2002.

267. M.Ramasamy ..Petitioner in 11278/2002.

268. J.Jayakumar ..Petitioner in 11279/2002.

269. L.N.V.Simmachandran ..Petitioner in 11280/2002.

270. R.Subburaj ..Petitioner in 11281/2002.

271. R.Muthuramalingam ..Petitioner in 11282/2002.

272. M.Muthaiah ..Petitioner in 11283/2002.

273. P.Balasubramanian ..Petitioner in 11284/2002.

274. V.Ragunathan ..Petitioner in 11285/2002.

275. V.Ranganathan ..Petitioner in 11286/2002.

276. S.Dhanuskodi ..Petitioner in 11287/2002.

277. K.Sundara Rajan ..Petitioner in 11288/2002.

278. S.Gurusamy Bose ..Petitioner in 11289/2002.

279. K.R.Muruganandam ..Petitioner in 11290/2002.

280. K.Sethuram ..Petitioner in 11291/2002.

281. S.J.Shahul Hameed ..Petitioner in 11292/2002.

282. P.Viswasam ..Petitioner in 11293/2002.

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283. V.R.Saundarapandian ..Petitioner in 11294/2002.

284. C.Balakrishnan ..Petitioner in 11295/2002.

285. V.Viswanathan ..Petitioner in 11296/2002.

286. D. Padmavathi ..Petitioner in 11297/2002.

287. P.Kanchanamala ..Petitioner in 11468/2002.

288. Vimalaselvapackiam
rep. By her Powerof Attorney
V.Jothi. ..Petitioner in 11813/2002.

289. P.Velappan
rep by his power of Attorney
S.P. Sundaresan ..Petitioner in 11814/2002.

290. Mrs. Sitalakshmi
rep. By her Power of Attorney
T.Venkatasubramanian ..Petitioner in 11815/2002.

291. M.A.Susila rep by
Power of Attorney,
V. Chandrakumar. ..Petitioner in 11816/2002.

292. Smt. Vaidehi rep. By her
Power of Attorney,
R.Suresh ..Petitioner in 11817/2002.

293. V.Inbasekaran
rep. By his Power of Attorney,
S.Tamilselvi. ..Petitioner in 11818/2002.

294. V.I.Chandrasekar
rep. By his Power of Attorney,
K. Srinivasan ..Petitioner in 11819/2002.

295. K.Manickam rep. By his
Power of Attorney,
S.Ganeshbabu. ..Petitioner in 11820/2002.

296. Luruthu Vincent Paul
rep. By his Power of Attorney,
M.Venkataramani ..Petitioner in 11821/2002.

297. V.Balakrishnan
rep. By his Power of Attorney,
A.Arumugam. ..Petitioner in 11822/2002.

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298. R.Vedanarayanan
rep. By his Power of Attorney,
V.M.Radha Balakrishnan. ..Petitioner in 11904/2002.

299. V.Jayalakshmi
rep. By her Power of Attorney,
N.K.Murugaboopathy. ..Petitioner in 11905/2002.

300. Kamala
rep. By her Power of Attorney,
V.R. Ganesan ..Petitioner in 11906/2002.

301. R.Challadurai
rep. By his Power of Attorney,
S.Dravins David ..Petitioner in 11907/2002.

302. R.Sundarakrishnan
rep. By his Power of Attorney,
S.Rajamani. ..Petitioner in 11908/2002.

303. R.Vijayan
rep. By his Power of Attorney,
R.Bhagirathi. ..Petitioner in 11909/2002.

304. Sankaralingam
rep. By his Power of Attorney,
K.Karuniappan. ..Petitioner in 11910/2002.

305. S.Saradamani
rep. By her Power of Attorney,
Lakshmi. ..Petitioner in 11911/2002.

306. P.V.Janaharan
rep. By his Power of Attorney,
Mr.Raji. ..Petitioner in 11912/2002.

307. B.Sahul Hameed ..Petitioner in 12002/2002.

308. P.R.Ramakrishnan ..Petitioner in 12046/2002.

309. M.Manoharan ..Petitioner in 12285/2002.

310. D.K.Ravindranathan ..Petitioner in 12286/2002.

311. Lt.Col.S.Gandhi ..Petitioner in 12287/2002.

312. E.Venkatesan ..Petitioner in 12288/2002.

313. R.Kamaraj ..Petitioner in 12289/2002.

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314. S.Ravindranarayanan ..Petitioner in 12290/2002.

315. T.V.Narayanan ..Petitioner in 12291/2002.

316.R.Gurusamy ...Petitioner in WP.12292/2002
317. Dr.P.Rajasekara Pandian ...Petitioner in WP.12293/2002
318. K.Sukumar ...Petitioner in WP.12294/2002
319. S.Radha ...Petitioner in WP.12334/2002
320. Marina Packiaraj ...Petitioner in WP.12335/2002
321. C.P.Powndurai ...Petitioner in WP.12336/2002
322. M.Chidambaram ...Petitioner in WP.12336/2002
323. Pankajavalli ...Petitioner in WP.12338/2002
324. Tmt.A.K.Dhilbahar Begum ...Petitioner in WP.12339/2002
325. R.K.Balu ...Petitioner in WP.12340/2002
326. Mrs.Indira ...Petitioner in WP.12341/2002
327. T.R.Ramasamy ...Petitioner in WP.12342/2002
328. P.Bose ...Petitioner in WP.12343/2002
329. M.M. Abdulkhader ...Petitioner in WP.12386/2002
330. B.Lakshminarayanan ...Petitioner in WP.12387/2002
331. Mrs.Neelambigai ...Petitioner in WP.12388/2002
332. R.Radha ...Petitioner in WP.12389/2002
333. M.Saradha ...Petitioner in WP.12390/2002
334. N.Gulammohideen ...Petitioner in WP.12391/2002
335. K.Arumugham ...Petitioner in WP.12392/2002
336. J.Sengamlam ...Petitioner in WP.12393/2002
337. P.Chandran ...Petitioner in WP.12394/2002
338. D.Rani ...Petitioner in WP.12443/2002
339. S.R.Ramasamy ...Petitioner in WP.12444/2002
340. G.Jambukeswaran ...Petitioner in WP.12445/2002
341. Mrs.Seethalakshmi ...Petitioner in WP.12446/2002
342. V.Mariappan ...Petitioner in WP.12447/2002
343. N.Raman ...Petitioner in WP.12448/2002
344. K.Ramachandran ...Petitioner in WP.12449/2002
345. N.S.Jagapathy ...Petitioner in WP.12450/2002
346. K.Saroja ...Petitioner in WP.12451/2002
347. C.Sanjeev ...Petitioner in WP.12452/2002
348. S.Sivagnanam ...Petitioner in WP.12689/2002
349. Arthur Joseph Asivadham ...Petitioner in WP.12690/2002
350. S.Janipasha ...Petitioner in WP.12691/2002
351. M.R.Kumar ...Petitioner in WP.12692/2002
352. S.S.Kamatchinathan ...Petitioner in WP.12693/2002
353. N.Sampath kumar ...Petitioner in WP.12694/2002
354. P.S.Sundararajan ...Petitioner in WP.12695/2002
355. R.Durairaj ...Petitioner in WP.12696/2002
356. S.N.Gajalakshmi ...Petitioner in WP.12697/2002
357. A.Ramiah ...Petitioner in WP.12698/2002
358. T.Lingaraja ...Petitioner in WP.13121/2002
359. M.J.Subramanian ...Petitioner in WP.13122/2002
360. M.Mayandi rep by his

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Power of Attorney
A.L.Manickavasagam ...Petitioner in WP.13123/2002
361. G.Subramaniam rep. by his
power of Attorney
M.Ganesan ...Petitioner in WP.13124/2002
362. S.Usharani rep by her
Power of Attorney
Kanaku ...Petitioner in WP.13125/2002
363. Leelajayaraj rep by her
Power of Attorney
M.Subramanian ...Petitioner in WP.13126/2002
364. Charles Patrick Rodrigs ...Petitioner in WP.13127/2002
365. S.R.V.Rajasingh ...Petitioner in WP.13128/2002
366. S.Syed Rafee Ahmed ...Petitioner in WP.13129/2002
367. M.K.Vishnukumar ...Petitioner in WP.13130/2002
368. C.Rajappan ...Petitioner in WP.13131/2002
369. K.Gopalakrishnan ...Petitioner in WP.13132/2002
370. S.K.Mohanram ...Petitioner in WP.13133/2002
371. M.Anwarkhan ...Petitioner in WP.13134/2002
372. B.Rajendran ...Petitioner in WP.13135/2002
373. Mrs.Vasanth Thirupathi ...Petitioner in WP.13136/2002
374. A.Muthukumarasamy ...Petitioner in WP.13137/2002
375. S.S.S.Pandian ...Petitioner in WP.13138/2002
376. S.Ramasamy ...Petitioner in WP.13139/2002
377. N.Gnanasekar ...Petitioner in WP.13140/2002
378. D.James rep by his
Power of Attornery
R.Subramanian ...Petitioner in WP.13141/2002
379. J.Janakiammal ...Petitioner in WP.13142/2002
380. R.Leelavathy ...Petitioner in WP.13143/2002
381. M.Jagadeesan ...Petitioner in WP.13144/2002
382. K.Kandasamy ...Petitioner in WP.13145/2002
383. P.Natarajan ...Petitioner in WP.13146/2002
384. B.Yosodhi ...Petitioner in WP.13147/2002
385. D.Selvamani ...Petitioner in WP.13148/2002
386. K.Perumal ...Petitioner in WP.13149/2002
387. G.Jayakumar ...Petitioner in WP.13150/2002
388. A.Annamalai ...Petitioner in WP.13151/2002
389. S.Pandiammal ...Petitioner in WP.13152/2002
390. A.Singaravelu ...Petitioner in WP.13153/2002
391. L.Adaikkalsamy ...Petitioner in WP.13154/2002
392. V.Lucas ...Petitioner in WP.13155/2002
393. N.Thiagarajan ...Petitioner in WP.13156/2002
394. S.N.Mothilal ...Petitioner in WP.13157/2002
395. Kalyani ...Petitioner in WP.13158/2002
396. C.Kamala Nathan ...Petitioner in WP.13159/2002
397. Nirmala Rebaca ...Petitioner in WP.13160/2002
398. S.P.Damayanthy ...Petitioner in WP.13161/2002
399. V.Lakshmanan rep by his
power of Attorney

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R.Sheik Ahamed ...Petitioner in WP.13162/2002
400. R.Subbiah ...Petitioner in WP.13515/2002
401. Mrs Chandrika
Ramanakumar ...Petitioner in WP.13516/2002
402 K.Viswanathan ...Petitioner in WP.13517/2002
403. T.S.Kala ...Petitioner in WP.13681/2002
404. M.Chandrababu ...Petitioner in WP.13682/2002
405. M.Lalitha ...Petitioner in WP.13683/2002
406. T.K.Sairam ...Petitioner in WP.13684/2002
407. R.Kokila ...Petitioner in WP.13685/2002
408. L.S.Sundaram ...Petitioner in WP.13686/2002
409. K.V.Surendran ...Petitioner in WP.13687/2002
410. K.Chandra ...Petitioner in WP.13688/2002
411. T.Alagar ...Petitioner in WP.13774/2002

412. P.Rajarajeswari ...Petitioner in WP.13775/2002
413. T.R.Jaganathan ...Petitioner in WP.13776/2002
414. C.L.Surendran ...Petitioner in WP.13777/2002
415. G.Muthu Raj ...Petitioner in WP.13778/2002
416. L.Rajagopal ...Petitioner in WP.13779/2002
417. V.Vijayakumar ...Petitioner in WP.13780/2002
418. R.Krishnamoorthy ...Petitioner in WP.13781/2002
419. A.Sanglydoss ...Petitioner in WP.13782/2002
420. N.Sivasubramanian ...Petitioner in WP.13783/2002
421. K.C.Manoharan ...Petitioner in WP.13784/2002
422. S.Balakrishnan ...Petitioner in WP.13785/2002
423. T.R.V.Krishna Bai ...Petitioner in WP.13857/2002

424. S.Janaki rep. by its
Power Agent
S.N.Thigarajan ...Petitioner in WP.13858/2002

425. T.Parimalavalli ...Petitioner in WP.13859/2002
426. A.Rockiammal by
Power Agent
S.N.Thiagarajan ...Petitioner in WP.13860/2002
427. K.S.Vasantha ...Petitioner in WP.13977/2002
428. R.Sesharajan ...Petitioner in WP.14243/2002
429. S.Sivaprakasam ...Petitioner in WP.14397/2002
430. M.Peermohideen ...Petitioner in WP.14398/2002
431. V.Pattabhiraman ...Petitioner in WP.14399/2002
432. G.Sethumadhavan ...Petitioner in WP.14400/2002
433. A.Rathinam ...Petitioner in WP.14401/2002
434. S.P.Inkersal ...Petitioner in WP.14402/2002
435. R.Venkatakaruppiah ...Petitioner in WP.14403/2002
436. S.Ramalingam ...Petitioner in WP.14404/2002
437. Manickam Chelliah (Late)
rep by Legal Hair M.C. Sarojini...Petitioner in WP.14405/2002
438. Saraswathi Venkatachalam

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rep by her Powert of Attorney
K.Muthukrishnan ...Petitioner in WP.14406/2002
439. G.Shantha ...Petitioner in WP.14407/2002
440. V.Ganesan ...Petitioner in WP.14408/2002
441. S.Manickam ...Petitioner in WP.14409/2002

442. K.Gurumoorthy
rep by his Power of Attorney
V.Manonmani ...Petitioner in WP.14410/2002
443. M.Shahul Hameed
rep by his Power of Attorney
Ommer Mohideen ...Petitioner in WP.14411/2002
444. Jayamani ...Petitioner in WP.14507/2002
445. T.Anbumani ...Petitioner in WP.14749/2002
446. G.Vytheeswaran ...Petitioner in WP.14750/2002
447. T.R.Suthanthiranathan...Petitioner in WP.14751/2002
448. K.Neelakantan ...Petitioner in WP.14752/2002
449. T.S.Durairaj by Power Agent
M.Tamilarasan ...Petitioner in WP.15005/2002
450. Mrs.P.Rajeswari ...Petitioner in WP.15006/2002
451. C.V.P.Srathy By Power Agent
M.Palanichamy ...Petitioner in WP.15007/2002
452. D.Anbunathan ...Petitioner in WP.15008/2002
453. R.Nagarajan ...Petitioner in WP.15009/2002
454. K.R.Lakshmanan ...Petitioner in WP.15021/2002
455. P.Palanichamy ...Petitioner in WP.15022/2002
456. T.K.Subramanian by Power Agent
S.N.Thiagaranjan ...Petitioner in WP.15023/2002
457. S.Ignathiammal by Power
Agent M.Subramaniam ...Petitioner in WP.15437/2002
458. S.Bagavathi ...Petitioner in WP.15438/2002
459. S.Viswanathan ...Petitioner in WP.15439/2002
460. M.Gandhi rep by his
Power of
Attorney J.K.Sethuram ...Petitioner in WP.15440/2002
461. R.P.Sankar ...Petitioner in WP.15441/2002
462. T.S.Gnaneswaran ...Petitioner in WP.15442/2002
463. M.Paranjothi rep by Power
Agent S.N.Thiagarajan ...Petitioner in WP.21684/2002
464. K.Saradha by Power Agent
S.Venkatakrishnan ...Petitioner in WP.21685/2002
465. Colonel V.M.Rajavelu...Petitioner in WP.21686/2002
466. S.Bagyalakshmi ...Petitioner in WP.21687/2002
467. J.K.Sethuram ...Petitioner in WP.24565/2002.

468 K. Namasivayam ...Petitioner in WP.No.24566/2002

469. C. Karunakaran ...Petitioner in WP.No.24567/2002
470. S. Thiruvankatachary ...Petitioner in WP.No.24568/2002

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471. S. Saranathan ...Petitioner in WP.No.24569/2002

472. M. Muthusamy by Power
Agent M. Palanisamy ...Petitioner in WP.No.25294/2002

473. K. Pandian ...Petitioner in WP.No.25295/2002

474. S. Subashini ...Petitioner in WP.No.25296/2002

475. J.N.K. Guanasekar ...Petitioner in WP.No.25297/2002

476. V. Jayaraman ...Petitioner in WP.No.25085/2002

477. S. Arunachalam ...Petitioner in WP.No.25086/2002

478. I.S. Sivaraman ...Petitioner in WP.No.25087/2002

479. G. R. Thiagarajan ...Petitioner in WP.No.25088/2002

480. K. Kalaiselvan
rep by power of Attorty
P.D. Dhamodaran ...Petitioner in WP.No.25089/2002

481. M. Thilak ...Petitioner in WP.No.30125/2003

482. Mr. G. Neelamtal ...Petitioner in WP.No.37343/2002

483. P. Renuka ...Petitioner in WP.No.37381/2002

484. K. Rajandran ...Petitioner in WP.No.37382/2002
485. Mrs. Bala ...Petitioner in WP.No.37383/2002

486. Joseph Rathinam ...Petitioner in WP.No.12382/2001

487. K. S. Ramanathan ...Petitioner in WP.No.25026/2004

488. M. Selvam ...Petitioner in WP.No.25027/2004

VS

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State of Tamil Nadu
rep by its secretary
to Government Housing
and Urban Development
Dept Fort St George, Chennai 9.

First Respondent in WP.Nos.6036 to 6041, 7316 to 7325, 7405 to 7414, 7419 to 7428, 7429 to 7438, 7478 to 7487, 7843 to 7847, 7853, to 7862, 7963 to 7972, 8343 to 8351,

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8352 to 8361, 8788 to 8797, 8809 to 8818, 8952 to 8961, 8972 to 8981, 9052 to 9061, 9062 to 9071, 9644 to 9646, 9825 to 9834, 9835 to 9844, 9845 to 9854, 10084 to 10090, 10091 to 10100, 10667 to 10676, 10695 to 10704, 10758 to 10767, 10941 to 10951, 10953 to 10963, 11200 to 11209, 11278 to 11287, 11288 to 11297, 11468, 11813 to 11822, 11904 to 11912, 12002, 12046, 12285 to 12294, 12334 to 12343, 12386 to 12394, 12443 to 12452, 12689 to 12698, 13121 to 13130,13131 to 13141, 13142 to 13151, 13152 to 13162, 13515 to 13517, 13681 to 13688, 13774 to 13785, 13857 to 13860, 13977, 14243, 14397 to 14406, 14407 to 14411, 14507, 14749 to 14752, 15005, to 15009, 15021 to 15023, 15437 to 15442, 21684 to 21687,24565 to 24569, 25294 to 25297, 25085 to 25089/2002, 37343/2004 37381 to 37383/2003, 25026 and 25027/2004.

The Chairman and Managing Director,
Tamil Nadu, Housing Board, Nandanam
Chennai 35.

Second Respondent in WP.Nos.6036 to 6041, 7316 to 7325, 7405 to 7414, 7419 to 7428, 7429 to 7438, 7478 to 7487, 7843 to 7847, 7853, to 7862, 7963 to 7972, 8343 to 8351, 8352 to 8361, 8788 to 8797, 8809 to 8818, 8952 to 8961, 8972 to 8981, 9052 to 9061, 9062 to 9071, 9644 to 9646, 9825 to 9834, 9835 to 9844, 9845 to 9854, 9854/2002, 10084 to 10090, 10091 to 10100, 10667 to 10676, 10695 to 10704, 10758 to 10767, 10941 to 10951, 10953 to 10963, 11200 to 11209, 11278 to 11287, 11288 to 11297, 11468, 11813 to 11822, 11904 to 11912, 12002, 12046, 12285 to 12294, 12334 to 12343, 12386 to 12394, 12443 to 12452, 12689 to 12698, 13121 to 13130,13131 to 13141, 13142 to 13151, 13152 to 13162, 13515 to 13517, 13681 to 13688, 13774 to 13785, 13857 to 13860, 13977, 14243, 14397 to 14406, 14407 to 14411, 14507, 14749 to 14752, 15005, to 15009, 15021 to 15023, 15437 to 15442, 21684 to 21687, 24565 to 24569, 25294 to 25297, 25085 to 25089/2002, 37343, 37381 to 37383/2003, 25026 and 25027/2004 and R1 in WP.30125/2003.

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The Executive Engineer
and Administration Officer
Tamil Nadu Housing Board,
Madurai Special Division,
Ellis Nagar, Madurai.

Third Respondent in WP.6036 to 6041, 7316 to 7325, 7405 to 7414, 7419 to 7428, 7429 to 7438, 7478 to 7487, 7843 to 7847, 7853 to 7862, 7963 to 7972, 8343 to 8351, 8352 to 8361, 8788 to 8797, 8809 to 8818, 8952 to 8961, 8972 to 8981, 9052 to 9061, 9062 to 9071, 9644 to 9646, 9825 to 9834, 9835 to 9844, 9845 to 9854/2002, 10084 to 10090, 10091 to 10100, 10667 to 10676, 10695 to 10704, 10758 to 10767, 10941 to 10951, 10953 to 10963, 11200 to 11209, 11278 to 11287, 11288 to 11297, 11468, 11813 to 11822, 11904 to11912, 12002, 12046, 12285 to 12294, 12334 to 12343, 12386 to 12394, 12443 to 12452, 12689 to 12698, 13121 to 13130, 13131 to 13141, 13142 to 13151, 13152 to 13162, 13515 to 13517, 13681 to 13688, 13774 to 13785, 13857 to 13860, 13977, 14243, 14397 to 14406, 14407 to 14411, 14507, 14749 to 14752, 15005 to 15009, 15021 to 15023, 15437 to 15442, 21684 to 21687, 24565 to 24569, 25294 to 25297, 25085 to 25089/2002.
Second Respondent in WP.30125/2003
Respondent in WP.12382/2001 37343, 37381 to 37383 & 37384/2003, 25026 and 25027/2004, 37383/2000.

Writ Petitions filed under Article 226 of the Constitution of India to issue a Writ of Certiorari calling for the records of the proceedings of the third respondent in Ref.No.SD.8/13307/2001 dated 29.1.2002 and quash the same (WP.6036/2002)
2.Ref.No.SD.7/8889/2001, dated 29.1.2002 (WP.6037/2002)
3.Ref.No.SD.8/13007/2001, dated 29.1.2002 (WP.6038/2002)
4.Ref.No.SD.7/8889/2001, dated 29.1.2002 (WP.6039/2002)
5.Ref.No.SD.6/3877/2001, dated 29.1.2002 (WP.6040/2002)
6.Ref.No.SD.7/8889/2001, dated 29.1.2002 (WP.6041/2002)
7.Ref.No.SD.8/13007/2001, dated 29.1.2002 (WP.7316 to 7322/2002)
8.Ref.No.SD.11/7572/2001, dated 29.1.2002 (WP.7323 to 7325/2002)
9.Ref.No.SD.8/13307/2001, dated 29.1.2002 (WP.7405 to 7414/2002 7422,7427, 7428/2002)

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10.Ref.No.SD.11/7572/2001, dated 29.1.2002 (WP.7419 to 7421/2002
7423, 7424, 7425,
7426/2002)

11.Ref.No.SD.8/13307/2001, dated 29.1.2002 (WP.7429, 7433, 7436,
7478, 7479, 7480. 7481,
7482, 7483, 7484, 7485,
7486, 7487, 7843,7844,
7845, 7846, 7847, 7853 to
7856, 7862/2002)

12.Ref.No.SD.11/7572/2001, dated 29.1.2002 (WP.7430, 7431, 7432,
7434, 7435, 7437, 7438,
7857, 7858, 7859, 7860
7861/2002)

13.Ref.No.SD.8/13307/2001, dated 29.1.2002 in WP. 7964 to 7966, 7972, 8345, 8347, 8348, 8349, 8351, 8357, 8359, 8788, 8790, 8797, 8813, 8814, 8818, 8954,8956, 8958, 8972, 9052, 9053, 9055, 9056, 9058, 9059, 9061, 9826, 9829, 9830, 9834, 9854, 10091, 11201, 11204, 11205, 11206, 11207, 11208, 11209, 11288, 11289, 11290, 11291, 11292, 11293, 11911, 11912, 12290, 12293, 12443, 12444, 12446, 12448, 12452, 12696, 13121 to 13125, 13128, 13130, 13133, 13134, 13135, 13136, 13137, 13138, 13139, 13140, 13143, 13144, 13145, 13147, 13148, 13149, 13150, 13151, 13152, 13153, 13155, 13156, 13158, 13160, 13161, 13683, 13685, 13688, 13977, 14411.

14.Ref.No.SD.11/7572/2001, dated 29.1.2002 in WP.7963, 7967 to 7971, 8344, 8346, 8793, 8795, 8809, 8810, 8811, 8812, 8815, 8816, 8952, 8973, 8974, 9850, 11200, 11202, 11203, 11278, 11279, 11280, 11281, 11282, 11283, 11284, 11285, 11286, 11287, 11294, 11295, 11296, 11297, 11285 to 12289, 12291, 12292, 12294, 12339, 12340, 12389, 13126, 13141, 13681, 13682, 13686, 14243, 14507.

15.Ref.No.SD.7/8889/2001, dated 29.1.2002 and 18.2.2002 in WP.8343, 8789, 8791, 8792, 8794, 8796, 8975, 8977, 8978, 8979, 8980, 8981, 9054, 9057, 9064, 9065, 9066, 9067, 9068, 9069, 9070, 9645, 9646,9836, 9838, 9840, 9841, 9842, 9843, 9845, 9846, 9847, 9851, 9852, 10084, 10085, 10086, 10087, 10089, 10092, 10093, 10094, 10095, 10096, 10098, 10099, 10668, 10670, 10672, 10674, 10675, 10676, 10695, 10696, 10698, 10701, 10703, 10758, 10762, 10767, 10954, 10955, 10956, 10957, 10959, 10961, 10962, 10963, 10941 to 10945, 10947, 10948, 10949, 10950, 10951, 11813 to 11820, 11904 to 11906, 11909, 11910, 12334, 12335, 12338, 12342, 12343, 12386, 12387, 12390, 12393, 12394, 12450, 12451, 12690, 12693, 12694, 12695, 12697, 13146, 13162, 13684.

16) Ref.No.S.D.6/ 13877/2001, dated 29.1.2002 and 27.2.2002 in W.P. 8350,8352,8353,8354,8356,8358,8360,8817,8955,8961,8976,9062,9063,9071 ,9644,9835,9848,9849,10699,10702,10704,10765,10766,10946,11822,11907, 12341,12391,12449,12691,12692,

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17) Ref.No.S.D.6/ 13307/2001, dated 29.1.2002 in W.P.8355, 8361, 9831, 9837, 9853,

18) Ref.No.S.D.11/ 13307/2001, dated 29.1.2002 in W.P.8953, 8957, 8959, 8960, 9825,9832,10090,13159.

19) Ref.No.S.D.11/13007/2001, dated 29.1.2002 in W.P.9827, 9828,9833, 10100, 10671,10761, W.P. 11821,11908,12388,12689,12698.

20) Ref.No.S.D.7/13307/2001 dated 29.1.2002 in W.P.No. 9839/2002, 12445, 12447, 13127, 13129, 13131, 13132, 13154, 13157.

21) Ref.No SD.8/8889/2001 dated 29.1.2002 in WP.10088, 10097.

21 a) Refenrence No SD 9/Nil/2001, dated 20.12.2001 in W.P. 13782, 13783, 13784, 13785.

22) Ref.No. SD.11/11307/2001 dated 29.1.2002 in WP 10667,10669 ,10673, 10697, 10700, 10759,10760, 10763, 10764 10958, 12337,13142,

22 a) Reference No SD.6/8889/2001 dated 29.1.2002 in W.P. 25085, 25086, 25087, 25088,25089.

23) Ref.No S.D.9/7575/2001 dated 29.1.2002 in W.P.No 10953, 12392.

23a) Ref.No SD.6/13879/2001 dated 25.2.2002 in W.P.No 12336.

24) Ref.No SD.6/13997/2001, dated 29.1.2002 in W.P. 11468.

25) Ref.No R.11/7572/85 dated 15.3.2001 in W.P. 12002, 14397, 14398, 14407, 14408, 14409,14410.

26) Ref.No R.11/7572/85 dated 19.3.2001 in W.P. 12046, 14399,14400, 14401, 14402,14403,14404,14405,14406.

27)Reference, No. SD 8/13007/2001 dated 29.1.2002 in W P. 13687,

28) Reference No SD 6/Nil/2001, dated 12.12.2001 in WP. No. 13774, 13775, 13776,13777, 13779.

29) Rf.No. SD 7/4172/2001, dated 2.8.2001 in W.P. 13778,13780.

30) Ref. No SD.7/Nil/ 2001, dated 20.12.2001 in W.P.No. 13781.

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus, calling for the records of the third respondent relating to his proceedings dated 29.1.2002 and in Reference No. SD.3/13307/2001 confirming the final

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costs in report of petitioner Flat No. H.692, 683 & 684, Ellis Nagar, Madurai 625010 and quash the same as illegal and direct the second and third respondent to issue the sale deed without demanding any amount by way of final costs in respect of the petitioner Flat No. H. 692, 683 & 684, Ellis Nagar, Madurai 625010 (WP 13515/2002 to 13517/2002)

2) Reference No. SD 3/13307/2001 confirming the final costs in respect of the petitioner Flat No;. H.694, 699, 701, 697, 704, 685, 693 & 695 Ellis Nagar, Madurai 625 010 and quash the same and direct the second and third respondents to issue the sale deed without demanding any amount by way of final costs in respect of the petitioners' Flat No. H.694, 699, 701, 697, 704, 685, 693 & 695 Ellis nagar, madurai 625 010 (WP 13857 to 13860/2002 and 14749 to 14752/2002)

3) Reference No. S.D.3/13307/2001, dated 29.1.2002 confirming the final costs in respect of the petitioner Flat No. H.738, 644, 741, 689, 673, 656, 736, 717, 425, 637, 657, 655, 644, 653, 714, 743, 845, 502, 659, 837, 732, 648, 651, 707, 706, 710, 702, Ellis Nagar, madurai 625 010 and quash the same and direct the second and third respondents to issue the sale deed without demanding any amount by way of final costs in respect of the petitioner Flat No;. H.738, 644, 741, 689, 673, 656, 736, 717, 425, 637, 657, 655, 644, 653, 714, 743, 845, 502, 659, 837, 732, 648, 651,707 706, 710, 702, Ellis Nagar, Madurai 625 010 (WP 15005 to 15009, 15021 to 15023, 15437 to 15442, 21684 to 21687, 24565 to 24569/2002.

Writ petitions filed under Article 226 of the Constitution of India to issue a Writ of CErtiorarified Mandamus, calling for the records of the second respondent relating to his proceedings dated and in reference no. R.11/7572/85 datted 19.3.2001 demanding a sum of Rs.1,68,316/- towards final cost in respect of petitioner Flat No. HIG,II.No.763, at Ellis Nagar, Madurai - 10 and quash the same and direct the respondents to issue the sale deed without demanding any amount by way of final costs in respect of the petitioners' flat No. HIG II No.763, at Ellis Nagar, Madurai-10 (WP 30125/2003)

2) Reference No. R 11/7572/85 dated 19.3.2001 demanding a sum of Rs. 1,49,402/- towards final cost in respect of Petitioner Flat HIG. 735, Ellis Nagar, Madurai-10 etc. (WP 37343/2003)

3) Demanding a sum of Rs. 1,29,464/- towards final costs in respect of petition HIG 1058, Ellis nagar, Madurai-10 etc. (WP 37381/2003)

4) demanding a sum of Rs. 1,29,334/- towards final costs in respect of petition HIG 728, Ellis Nagar, Madurai-10 etc. (WP 37382/2003)

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5) demanding a sum of Rs.88,403/- towards final costs in respect of petition HIG 734, Ellis Nagar, Madurai-10 etc. (WP 37383/2003)

6) Reference Letter No. SD.11/9787/2004 dated 10.6.2004 demanding a sum of Rs. 83,017/- and Rs. 61,877/- towards final costs in respect of Petitions Flat No. 110 & M5.Ellis Nagar, Madurai-10 etc. respectively (WP 25026 & 25027/2004)

Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Certiorari, calling for the records of the respondent pertaining to its letter Lr.No. R 11/7572/85 dated 15.03.2001 and quash the same (WP 12382/2001)

For petitioners in W.P.Nos.6036 to 6041, 7843 to 7847, 7853 to 7862, 7963 to 7972, 8343 to 8351, 8352 to 8361, 8788 to 8797, 8809 to 8818, 8952 to 8961, 8972 to 8981, 9052 to 9061, 9062 to 9071, 9644 to 9646, 9825 to 9834, 9835 to 9844, 9845 to 9854, 10084 to 10890, 10091 to 10100, 10667 to 10676, 10667 to 10676, 10695 to 10704, 10758 to 10767, 10941 to 10951, 10953 to 10963, 11200 to 11209, 11278 to 11287, 11288 to 11297, 11813 to 11822, 11904 to 11912, 12285 to 12294, 12334 to 12343, 12386 to 12394, 12443 to 12452, 12689 to 12698, 13121 to 13130, 13131 to 13141, 13142 to 13151, 13152 to 13162, 13681 to 13688, 13774 to 13785, 13977,14243, 14397 to 14406, 14507, 7316 to 7325, 7405 to 7414, 7419 to 7428, 7429 to 7438, 7378 to 7487, 25085 to 25089 of 2002:-

Mr.R.Thiagarajan,
Senior Counsel
for Mr.M.Muthappan

For petitioners in W.P.Nos.13515 to 13517, 13857 to 13860, 14749 to 14752, 15005, 15021, 15431, 21684 to 21687, 24565 to 24569, 25294 to 25297 of 2002 and 30125, 37343 and 37381 to 37383:-

Mr.G.Nagarajan

For petitioner in W.P.No.24566 of 2002:-

Mrs.R.Vaigai
for Mr.G.Nagarajan

For petitioner in W.P.No.25026, 25027 of 2004:-

Mrs.A.L.Gandhimathi

For petitioners in W.P.Nos.12002 & 12046 of 2002:-

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Mrs.R.Hemalatha

For petitioner in W.P.No.12382 of 2001:-

M/s.Mani Associates

For respondents in all W.Ps.:- Mr.R.Muthukumarasamy,
Additional Advocate General
assisted by
M/s.D.Veerasekaran and
S.Kasikumar

COMMON ORDER

R.SUDHAKAR,J.

The majority of the Writ Petitions have been filed by the individual allottees challenging the demand, by the Housing Board authorities in the month of January, 2002 to pay certain amount claimed as final land cost and capitalisation charges and other charges in respect of Ellis Nagar Housing Board Scheme.

2. In most of the cases the impugned order is dated 29.1.2002. In some other cases, the very same impugned order is dated 18.2.2002, 25.2.2002 and 27.2.2002. In a few cases the impugned order/letter is dated 15.3.2001, 19.3.2001 2.8.2001, 12.12.2001 and 20.12.2001. The petitioners pray for quashing the above impugned orders/letters/ communications, by whatever nomenclature it has been issued. In some cases in addition to quashing the impugned orders, petitioners also pray for issuance of sale deeds without demanding any further amount. All the impugned orders/notices/letters are subsequent to G.O.Ms.No.63 dated 2.2.2001. Therefore, all the above writ petitions are disposed by this common order.

3. The scope of the present litigation between the allottees and the Housing Board is an effort to determine the final cost of the land and building. It has seen several rounds of litigation and is pending for more than two decades. As to how the final cost should be determined is the vexed issue in all these writ petitions. The present batch of writ petitions, however, fall under a limited scope in view of the earlier decision of this Court which concluded some of the issues leaving a few issues to be reconsidered by the Board and the allottees. Since a finality could not be reached, the present writ petitions have been filed.

4. The relevant and necessary facts of the cases are as

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follows:- The Tamil Nadu Housing Board is a Board created under the Provisions of Tamil Nadu Housing Board Act No.17/1961 and the object of the Board is to acquire lands in the neighbourhood areas of developed cities at reasonable cost and develop the lands for house-sites and also construct buildings and to allot the same either as house sites or constructed houses to the needs of the different income groups and categories of persons, such as Ex-servicemen, State Government servants and Central Government servants, S.C., S.T. and the like. In furtherance of the above object, the Board formed Ellis Nagar Neighbourhood Scheme at Madurai in the year 1979 and acquired certain lands and constructed HIG, MIG, Row Type houses, Twin Type houses, buildings, etc. In the batch of writ petitions, some of the petitioners are allottees of houses under the various categories stated above.

5. The process of land acquisition started in the year 1979 and it continued for several years. The award of the competent authority was challenged before the District Court, High Court and Supreme Court and the final verdict was given by the Apex Court on 16.4.1992 in S.L.P.Nos.14919/92, 14456/92, 14607/92 and 15317/92. The final land cost per ground was determined as Rs.6,87,700/- in the year 1993-94, when a finality was reached in respect of the land acquisition cases. Even though the land acquisition proceedings were going on till the year 1992, the Board started promoting the project from the year 1982-83 and applications were invited for allotment of the various types of houses. As mentioned in the counter-affidavit, different types of houses were built and allotted as hereunder:

Sl.No.	Type	Nos.
1	HIG "B' Type flats	366
2	HIG "C" Type flats	258
3	MIG "D2" Type flats	264
4	MIG Row Type Houses	304
5	LIG Row Type Houses	77
6	HIG D2 Type flats	660
7	HIG Row Type Houses	355
8	HIG Twin Type Houses	330
	Total	2614

In the schemes announced for the aforesaid purpose it was specifically stated that the cost of construction is firm and the cost of land is tentative. The allotment were also made under two categories, viz., one on hire purchase scheme and other on outright sale basis. A lease-cum-sale agreement was entered into between the allottees and the Board under the hire purchase scheme whereunder Clauses 10, 14(a), 14(b) and 18 are relevant and it reads as follows:-

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"10. The Lessee shall pay interest at 18 per cent per annum to the Lessor or any payments made on behalf of the Lessee by the Lessor and which under the terms of this indenture Lessee is bound to pay and also on any arrears of rent and service charges which might be due and outstanding by the Lessee without prejudice to other remedies open to the Lessor." (emphasis supplied)

"14(a) The Lessor agrees to sell the flat more particularly described in the Schedule hereunder to the Lessee for such price as the Chairman or Executive Engineer and Administrative Officer of the Lessor may at any time in his sole discretion finally fix, at which time the Chairman of Executive Engineer and Administrative Officer of the Lessor is entitled to consider whether the price of the land acquired under the Land Acquisition Act together with suitable modifications thereto by the Local laws has become finality a conclusive adjudication thereon by the concerned Tribunals and Courts, and also the cost of construction after the finalisation of the Accounts. The decision of the Chairman or Executive Engineer and Administrative Officer of the Lessor as to the price or the Flat is Final and binding on the Lessee agrees to purchase the Flat from the Lessor at the said price on the terms and conditions hereinafter mentioned. (emphasis supplied)

(b) In the event of the Lessee paying the tentative costs of the land and Flat within the period of this Lease, the Lessor will execute the sale deed in respect of the Schedule mentioned Flat in his/her favour only after the expiry of a period of FIVE years (from the date of possession) or after the final cost of the land and the Flat are duly determined by member of the respective Co-operative Housing Society of ... area/colony and such Co-operative Society should take over the entire maintenance and other common amenities enjoyed by the Lessee." (emphasis supplied)

"18. After the purchase price has been duly determined by the Lessor - Vendor the Lessee shall pay the difference in cost if any between the tentative cost and final cost of the flat and land within a month from the date of such demand."

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Likewise the agreement with regard to the scheme on outright purchase has been entered into between the allottees and the Board whereunder Clauses 12, 16, 17 and 19 which are relevant are as follows:-

> "12. The purchaser shall pay interest at 15% per annum to the vendor on any payments made on behalf of the purchaser by the Vendor and which under the terms of his Indenture the Purchaser is bound to pay and on any arrears of service or maintenance charges which might to be due and outstanding by the Purchaser without prejudice to other remedies open to the Vendor." (emphasis supplied)
>
> "16. The Vendor agrees to sell the flat more particularly described in the schedule hereunder to the Purchaser for such price as the Chairman of the Vendor may at any time in his sole discretion fix, at which time the Chairman of the Vendor is entitled to consider whether the price of the land acquired under the Land Acquisition Act together with suitable modification thereto by the Local laws has become final by a conclusive adjudication thereon by the concerned Tribunals and Courts, also the cost of construction after the finalisation of the Accounts.
>
> The decision of the Chairman of the Vendor as to the price of Flat is final and binding on the Purchaser and the Purchaser agrees to Purchase the Flat from the Vendor at the said price on the terms and conditions hereinafter mentioned."
>
> "17. It is expressly agreed between both the parties herein that the Vendor will execute the Sale Deed in favour of the Purchaser only after the expiry of a period of FIVE years(from the date of possession) or after the final cost of the land and the cost of constructions of the flat are duly determined by the Vendor which ever is later and the same is paid by the Purchaser and subject to the condition that the Purchaser is a member of the co-operative Housing Society of Ellis Nagar area/colony and such Society shall take over the entire maintenance of land and other common amenities enjoyed by the purchasers the above said payments made by the purchaser, will not carry any interest."
>
> "19. It is expressly agreed between the both the parties that after the finalisation of the total cost of construction of the flat and value of the land in

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accordance with the award of compensation declared by the Tribunals and Courts the Purchaser shall pay to the Vendor, on demand before the registration of the Sale Deed the difference between the amount already paid by the Purchaser as per clause 2 above and the price amount finally

fixed by the Chairman of the Vendor."
(emphasis supplied)

Based on the above stated agreements entered into between the parties, allotment confirmation letter, regular allotment order and letter intimating that the flat is ready for occupation have been issued to various allottees, on the completion of the construction. For different types of houses different dates of "allotment confirmation letter", "cost fixation letter", "regular allotment order" and "date of ready for occupation letter" have been issued. Based on such proceedings, the petitioners have taken possession of the properties. After a period of time, since the final cost was not determined, series of correspondence ensued between the allottees and the Housing Board.

6. Since the final land acquisition cost came to be determined only on 16.4.1992, pursuant to the order of Supreme Court in S.L.P. as stated above, the Housing Board could not finalise the land cost earlier. However, in the year 1993-94, the Board fixed the land cost at Rs.6,87,700/- per ground and informed the allottees. The allottees challenged such determination in W.P.No.11065 of 1995 which was dismissed by order dated 13.8.1999. Though the final land cost was fixed pursuant to the decision of the Apex Court and even inspite of the challenge to such determination was dismissed, it is not clear either from the counter-affidavit or from the arguments of the counsel for the respondents as to why the final land cost determined in the year 1993-94 was not collected from the allottees. However from the counter-affidavit it appears that the allottees appealed to the Government to examine the issue of final land cost once again and it was acceded. Based on the request of the allottees, the Government issued G.O.Ms.No.407 Housing and Urban Development HB 5(1) Department dated 30.9.1999 and appointed High Level Committee to go into the issue of fixation of the land and development cost. Based on the report, Government issued G.O.Ms.No.63 Housing and Urban Development (HB.5.1) Department dated 2.2.2001 fixing the final land cost at Rs.6.32,630/- per ground as on 31.12.2000. The method as to how the land cost was determined is given in the annexure to the G.O. In terms of the aforesaid G.O., the land cost as of the year of allotment was determined in respect of each allottee and they were informed in March, 2001 accordingly. In such demand, the cost of land and capitalisation cost was also indicated.

7. Not satisfied with the land cost determined in terms of

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G.O.Ms.No.63 dated 2.2.2001, and the consequent demand made in March, 2001 a batch of writ petitions were filed challenging the aforesaid G.O. and connected proceedings. The batch of cases were listed before a Division Bench of this Court. By order dated 31.10.2001, the Division Bench of this Court dismissed the writ petitions and gave certain directions. It will be useful to refer to the relevant portions of the Division Bench order dated 31.10.2001 for better appreciation. In para 23 it held as follows:-

> "23. With regard to the right of the housing board to increase the cost of the land is concerned, the learned counsel for the petitioners did not dispute the same."

However, relying upon the various clauses of the agreement, the court came to the conclusion that the allottees cannot dispute their liability in paying the revised cost of land/building. Further in para 25 of the judgment, it was clearly stated that the right of the Housing Board to claim the enhanced price cannot be disputed and the petitioner cannot deny their liability to pay the revised cost which always depends upon the finalisation of the proceedings by the civil court. In para 26, the court held as follows:-

> "26. The petitioners are liable to pay the compensation awarded by the court to the land owners. So far as that aspect is concerned, it is not open to the petitioners to raise any dispute."

However, as regards the fixation of the land price as on 31.12.2000, the court held in para 31 as follows:-

> "31. So far as the delay is concerned, that cannot be a ground to totally accept the plea of the allottees; especially when the delay has not caused any prejudice to the fixation of the cost of the land of the allottees. If it is established by the allottees/petitioners that the cost of the land had been determined as on 31.12.2000 irrespective of the enhanced compensation awarded by the courts, then there is something to appreciate the contention of the learned counsel for the petitioners. But there is no material to that effect before the court. It is also not the case of the petitioners that the cost of the land had been determined as on 31.12.2000 taking into consideration of the prevailing market value of the land as on that date. Hence the delay in determining the cost of the land will not deprive the housing board from making their claim. Virtually the question of limitation do not arise, since in the agreement entered into between the parties there is

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no specific stipulation with regard to the time within which the housing board has to determine the cost of the land, after the land acquisition proceedings in respect of the compensation were over in the civil courts. When irrespective of the delay, the cost of the land had been fixed only on the basis of the enhanced compensation awarded by the courts, the petitioners cannot have any grievance. Hence the cost of the land is concerned, the petitioners cannot raise any objection, unless it is established that the authorities have not determined the final cost on the basis of the enhanced compensation awarded by the civil courts." (emphasis supplied)

Therefore, while holding that the final cost was correctly determined, the court went further to deal with the other issues, viz., compound interest, rate of interest, period of interest, development expenses and capitalisation cost, which are found at paragraph 33, 34, 36 and 37 thus:-

"33. So far as the claim, of the housing board regarding the compounding interest is concerned, it is a question for debate. So far as that is concerned, we do not want to enter into the question at this stage. The allottees want to enforce the terms of the agreement on the question of payment of interest. Hence, it is open to them to raise their objection with regard to the question of the rate of interest as well as the period of interest and after considering the objections of the petitioners, the housing board may pass final orders and include the same in the final cost of the flat."

"34. So far as the betterment charges is concerned, it is the contention of the learned counsel for the petitioners that the report of the committee refers that the development expenditure has become more or less a regular feature from the beginning of this scheme till date and the circumstances under which the Division was constrained to spend regularly in order to keep the development expenditure regular as the biggest continuous process is not clear and in any case having incurred the development expenditure every year it seems proper to take into consideration the actual development expenditure incurred by the Division for the purpose of working out the final cost."

"36. So far as the fixation of the cost is

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concerned, it will be useful to refer to the Delhi High Court judgment AIR 2001 Delhi 39 in respect of the several factors which are involved as follows:-

> "The price of a flat depends upon variety of factors including price of land, labour charges, price of material which goes into construction thereof, supervision and management charges and the cost incurred for providing amenities to the buyers. All these factors are not constant and are liable to change. It has been asserted by the DDA therein that while DDA is not precluded from making some profits from the disposal of flats. It has in fact not earned any profit whatsoever from the disposal of flats situate at Besant Enclave."

"37. While these facts are to be taken into consideration and admittedly the development has been done, we are of the opinion that there is nothing wrong on the part of the housing board to demand the expenses so incurred from the beneficiaries. It has been repeatedly held by the Apex Court in the case of fixation of price, the High Courts while exercising the writ jurisdiction, cannot examined every detail of the construction with reference to the cost incurred. It is for the High Court to take into consideration of the overall expenses incurred by the housing board and the liability of the allottees. When there is no dispute with regard to the betterment expenses incurred by the housing board, it is for the allottees, the beneficiaries, to share the burden. Hence, so far as the betterment charges are concerned, it is not open to the petitioners to raise any objection." (emphasis supplied)

The Division Bench while rejecting the contention of the allottees on several aspects in paragraph 43 gave liberty to the allottees to submit their objections regarding compound interest, interest on legal expenses and development charges alone. Para 43 reads as follows:-

> "43. Since we have accepted the fair statement of the learned Additional Advocate General that the impugned G.O. is only a recommendatory and on the basis of the demand notice issued to the petitioners, it is open to them to submit their objections and the housing board will consider the same, we are dismissing the writ petitions, giving liberty to the petitioners to make their objections

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with regard to the claim of compounding interest, as well as interest on legal expenses and the development charges alone by the housing board. The housing board is bound to furnish the details as to whether they confined to the enhanced compensation awarded by the courts while calculating the value of the land. In other respects, it is not open to the petitioners to raise any objection. The petitioners are directed to submit their objections within eight weeks from today and on receipt of those objections, the housing board is directed to consider the same and pass final orders within four months thereafter."

In para 48 this court concluded as follows:-

"48. The writ petitions are dismissed with the following directions:

(i) the Housing Board shall furnish the break up figures with regard to the actual compensation paid as per the orders of the court to the land owners and the interest thereon along with the details of the capitalisation charges.

(ii) similarly the Housing Board shall furnish the break up figures in respect of the actual betterment and development charges incurred and the interest thereon as well as the actual legal expenses and the interest thereon. The Housing Board is directed to furnish the same within four weeks from the date of receipt of the copy of this order.

(iii) It is open to the allottees to raise objections within two weeks on receipt of the details of break up figures only with regard to the compounding interest and the period of interest and capitalisation charges where the delay of allotment is on the Housing Board. It is not open to the petitioners to raise any objection with regard to the actual expenses incurred by the Housing Board. (emphasis supplied)

(iv) The Housing Board shall consider the objections and pass final orders within two months after the receipt of the objections and communicate the same to the allottees.

(v) It would be then open to the petitioners to avail such remedy as is open to them in law."

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Thereafter, the Housing Board furnished the particulars to the various allottees as directed by the Division Bench of this Court in its judgment dated 31.10.2001. Many of the allottees submitted their objections on various issues. The Housing Board passed final orders on 29.1.2002 and on other dates and communicated the same to the various allottees, determining the final land cost at Rs.6,32,630/- per ground.

8. The majority of the writ petitions challenge the proceedings dated on 29.1.2002 and similar proceedings issued on other dates, viz., 18.2.2002, 25.2.2002, 27.2.2002. It has to be mentioned that W.P.Nos.13775 to 13785 of 2001 have been filed challenging the notice-cum-demand issued during the month of August, 2001 to December, 2001 based on G.O.Ms.No.63 dated 2.2.2001. The said G.O. and the demand notices issued in the month of March, 2001 were challenged in the batch of writ petitions and the Division Bench of this Court by order dated 31.10.2001 referred to earlier dismissed the writ petitions giving liberty to the writ petitioners therein to give their objections with regard to three issues, viz., (i) compounding interest, (ii) the period of interest and (3) capitalisation charges where the delay of allotment is on the Housing Board. Inspite of the Division Bench Judgment dated 31.10.2001 and in addition to giving the details to the allottees pursuant to the direction of the Division Bench order dated 31.10.2001, the respondent Housing Board were issuing demand notices during the month of August 2001 till December, 2001 demanding the land cost as determined in G.O.Ms.No.63 dated 2.2.2001. Therefore many of the allottees were constrained to file writ petitions challenging such notices. Some of the allottees who had received the demand notices of March, 2001 filed writ petitions belatedly in the year 2002 after the Division Bench disposed of the batch of writ petitions on 31.10.2001. All the writ petitions have been bunched together. On going through the affidavits filed in support of the writ petitions, it is clear that in view of the direction of the Division Bench dated 31.10.2001, the relief sought for by the writ petitioners are to be restricted with regard to the three issues left open by the Division Bench in its order dated 31.10.2001. However, in all the cases the pending issues have to be considered in the light of the subsequent events which will be discussed hereinafter.

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9. The order dated 29.1.2002 impugned dealt with the issue as follows:-

(a) In terms of clause 16 of the agreement, the final cost fixed by the Board is final and conclusive and the allottees are liable to make the payment and get the sale deed executed,

(b) Though the original land cost of Rs.6,87,700/- in the year 1993-94 and the challenge to such determination was dismissed by the

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High Court, the Government had revised the cost at Rs.6,32,630/- in the year 1999-2000 and was informed to the allottees and therefore such amount has become final.

(c) The above said cost includes the interest. The Board has calculated the simple interest so as to reduce the burden on the allottees.

(d) According to the rules of the Board, the capitalisation of interest will be on the total cost fixed by the Board and such determination will be from the date of fixing the cost till date of allotment or ready for occupation whichever is later. At the request of allottees the committee had recommended simple interest for capitalisation on the cost of construction and the interest will be from the date of fixation of the cost to date of ready for occupation (date of obtaining E.B. Connection which is later). This was communicated by the G.O.Ms.nO.63 dated 21.2.2001.

(e) Since simple interest was granted in respect of the claims, further reduction on capitalisation was not possible.

(f) Instead of taking the entire cost of the building for the purpose of capitalisation, only the cost of construction and the interest for the period of construction alone will be taken into consideration.

10. The aforesaid determination are challenged in the present batch of writ petitions. A counter has been filed supporting the case of the department, in particular, reference can be made to para 16 of the counter which reads as follows:-

> "16. Regarding para No.10, it is submitted that, the compound interest, as the EC (enhanced compensation) amount awarded by the various Courts were paid by the Housing Board by borrowing funds for interest from the financial institutions and which is not so far collected from the allottees. For the loan received from the financial institutions and paid to the land owners for Enhanced Compensation, the loan amount is repaid along with interest. Hence, the compound interest to the expenditure for every year only up to the date of allotment is charged. But for the collection of difference amount from the allottee between date of allotment and up to the date of payment for the difference of land cost between final and tentative cost only simple interest is collected. Regarding the period of interest, as the Enhanced Compensation amount has not been paid by the allottee till date, the Board has paid the

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principal with interest to the land owners which has to be paid by the allottee with interest till he pays the amount. Regarding the capitalisation, it is stated that the price of the house/flats are fixed with cut off date only. Apart from the cut off date price of the house has to be increased by capitalisation and the house/flats cannot be sold to the same price indefinitely. Hence, capitalisation is correct. The petitioners need not have approached the Honourable Apex Court since the orders of the High Court are clear and the respondents have adhered the same."

11. While the matter was pending before this Court, some developments took place at the instance of the petitioners and the respondents. The matter was referred to the Lok Adalath for its consideration. There were several rounds of talks. The Housing Board submitted a letter to the Secretary, High Court Legal Service Committee, Chennai whereunder the Department had revised the final land cost from Rs.6,32,630/- per ground as calculated under G.O.Ms.No.63 dated 2.2.2002 to Rs.3,49,100/- per ground. For determining the above said revised figure of Rs.3,49,100/-, a break up figure was given as follows:-

Land cost spent

	Rs. in lakhs
Land cost spent	738.84
Simple interest upto 31.12.2000	846.76
E.C. amount to be paid	898.14
Govt. land cost	321.65
Legal expenses	15.92
Estt. charges for award at 14.5%	6.40
Estt. charges for E.C. at 5%	144.56
Difference in land cost to be paid to the land owners	227.64
Total	3,199.91

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Development expenditure spent	276.58
Simple interest upto 31.;12.2000	683.11
Development expenditure to be incurred	125.49
Total	1,085.18

Saleable area	67.63 acres or 1227.48 grounds	4,285.09

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Land cost	3.199.91/1.227.48	Rs.2,60,690
Development cost	1.085.18/1.227.48	Rs. 88,408
		Rs.3,49,098 (or)
Cost fixed as on 31.12.2000/ 31.3.2001		Rs.3,49,100 per ground

Based on such revision of the land cost and as per year of allotment the actual land cost was determined as hereunder:-

	(Rs.
Cost as on 31.3.1983	90,860
Cost as on 31.3.1984	1,04,490
Cost as on 31.3.1985	1,18,120
Cost as on 31.3.1986	1,31,750
Cost as on 31.3.1987	1,45,380
Cost as on 31.3.1988	1,59,010
Cost as on 31.3.1989	1,72,640
Cost as on 31.3.1990	1,86,270
Cost as on 31.3.1991	1,99,900
Cost as on 31.3.1992	2,13,530
Cost as on 31.3.1993	2,23,980
Cost as on 31.3.1994	2,44,430
Cost as on 31.3.1995	2,59,880
Cost as on 31.3.1996	2,75,330
Cost as on 31.3.1997	2,91,690
Cost as on 31.3.1998	3,08,050
Cost as on 31.3.1999	3,24,410
Cost as on 31.3.2000	3,38,950
Cost as on 31.3.2001	3,49,100

Subsequent to this, the housing Board passed resolution dated 21.5.2004 the relevant portion reads as follows:-

"TAMIL NADU HOUSING BOARD.
NOTE FOR THE BOARD.

ITEM NO.5/04

Sub: Tamil Nadu Housing Board - Ellis Nagar Madurai - Fixation of final land and development cost to Ellis Nagar Scheme- Madurai - certain suggestions

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made by Lok Adalat in case No.1 to 449/HC/03 and 658/HC/03 regarding - Final cost fixation - Matter placed before the Board with additional particulars for taking decision.

(Hudco-6/15548/03)

The Board in its resolution No.6.03 dated 28.8.03 has approved the Final Land and Development cost for Ellis Nagar, Madurai at Rs.3,49,100/- per ground as on 31.12.2000 subject to the condition that the final cost to be arrived at adding 15% profit margin and resolved to send the proposal to Government. Accordingly, the proposal was sent to Government for their approval and orders of the Government are awaited.

In the mean time on 9.9.03 the Lok Adalat dealing with settlement of writ petitions relating to Ellis Nagar Scheme has suggested the following:

1) The Housing Board and the Government may give up the claim of 15% profit in the final cost, as the element of profit has already been taken into account in the initial cost.

2) Recommended to charge 9% interest for the period of 5 years prior to 31.12.2000 and for subsequent period till the date of payment and the said amount should be payable in instalments for the period of 5 years.

3) The capitalisation of interest charges from the date of ready for occupation and not from the cut off date.

The Lok Adalat was informed during the meeting on 14.10.03 has given the following recommendations with some modification for their earlier suggestions for consideration and Board is taking appropriate action.

1) The capitalisation should be done from the date of notification by the Housing Board "for ready for occupation" houses/flats with reference to G.O.Ms.No.1666, dated 16.12.88.

2) The Housing Board is not to charge any interest upon this amount, till the notice is given.

3) The interest of 10.5% may be charged instead of 9% on the difference of cost, as suggested already.

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4) The Adalat has also suggested that a profit of 6% on the difference amount between the tentative cost and final cost can be collected and no interest need be charged on this profit.

The above recommendations were placed in the Board meeting held on 22.10.03. The Board has deferred the subject by Resolution No.6.11 dated 22.10.03. Copy of the Note for the Board is enclosed.

In the meantime, the Hon'ble District Judge/Secretary, High Court Legal Services Committee, Chennai-104 in his letter dated 5.11.03 has forwarded the following suggestions for consideration and placing before the Board and making the counsel on record to enter into a settlement on behalf of the Board.

1) The final cost per ground as on 31.12.2000 is Rs.3,49,100/-. The above said amount, should be going back upto 82-83 as done earlier in Ellis Nagar Scheme.

2) The allottee should pay the simple interest at 12% per annum for the differential amount for 5 years prior to 31.12.2000 and from 31.12.2000 to till the final payment is made. In case where the allotment is later to 31.12.1995 the actual period will count for interest.

3) The allottees should pay 8% profit on differential cost which will not attract any interest.

4) The capitalisation should be from the date of notification by the Housing Board for ready for occupation of houses/flats with reference to G.O.Ms.No.1666, dated 16.12.88. The Housing Board is not to charge any interest upon this amount till the notice is given.

As regards the above suggestions of Lok Adalat, the following details are furnished:

1) The suggestions that the final cost per ground as on 31.12.2000 has to be fixed as Rs.3,49,100/- and it should be going back upto 1982-83 can be considered, provided wherever tentative cost in the respective year is higher than the final cost now arrived, the tentative cost may be treated as final cost. Otherwise a sum of Rs.2.02 crores, has to be refunded if the suggestion of Lok Adalat is accepted as it is.

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2) Regarding the suggestions on interest of 12% and period of 5 years plus 3 years it is stated that the TNHB is paying the enhanced compensation amount at 12% interest rate for acquired lands from the date of 4(1) Notification to till the date of possession of land and at 9% interest for further period of year and at 15% interest till the payment is made to the land owners. The E.C. amount with interest, charge are being paid to the land owners, on behalf of allotees of the board from the borrowed funds. Hence the difference amount in final cost are collected from the allottees of all schemes from the date of allotment till the date of payment at the ruling rate of interest fixed by the Board every year. Hence, the change in the rate of interest and change in period may lead to a revenue deficit to the tune of Rs.6.70 crores after taking 8% profit into account.

3) The board in resolution No.6.03 dated 28.8.2003 has resolved that the total cost to be arrived at by adding 15% profit margin. Now the Lok Adalat suggests 8% profit as differential cost which will not attach any interest.

The matter was placed before the Board in its resolution No.6.01, dated 27.11.03 has resolved to fix the ruling rate + 5% nominal profits as a special case. The Board also resolved to take opinion of the Special Secretary, Finance before filing affidavit. The Board has communicated, the offer to the Lok Adalat vide DO letter No.Hudco/6/15548/2003, dated 23.2.04 (copy enclosed).

The subject was discussed with the Lok Adalat held on 9.3.2004. The petitioner have not accepted the Board's proposal and hence the Lok Adalat has finally decided to refer the matter to the High Court. Since the petitioner have not accepted the proposal given by the Government. In order to issue sale deed to those allottees who come forward to accept the terms and conditions of the Housing Board. The Board may be authorised to issue sale deed so that the Board will get revenue and also sale deeds may be issued. The matter is placed before the Board for issuing sale deed with the following conditions:

1) The final cost per ground as on 31.12.2000 Rs.3,49,100/- + 5% nominal profit as a special case.

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2) Interest has to be charged as per the Housing Board rules.

SURJIT K.CHAUDHARY,
20.5.2004
MANAGING DIRECTOR

Resolution No.6.06 Dated 21.5.2004

"Approved"

LAL RAWNASAILO
CHAIRMAN
TAMIL NADU HOUSING BOARD
24.5.04

/True Copy/

Sd/ xxxx
Divisional Accountant"

Therefore, the Board revised the earlier land cost of Rs.6,32,630/- to Rs.3,49,100/- as on 31.12.2000/31.3.2001 and from the proceedings it is stated that such resolution was approved by the competent authority. Pursuant to the Boards resolution, the respondent official sent individual letter to the allottees. One such letter dated 10.6.2004 in respect of the allottee in W.P.No.15442 of 2002, which is very relevant and important for the present issue, reads as follows:-

"From
A.Renganathan,B.E.,M.I.E., Madurai Housing Unit
Exec. Engr. & Admn. Officer, Ellis Nagar, Madurai-10.

Phone No.0452-600835

Lr.No.SD11/9787/2004 Dated 10.6.2004

Thiru/Tmt.Gnaneswaran, T.S.,
H-653, Ellis Nagar,
Madurai-10.

Sir,

Sub: Madurai Housing Unit-Tamil Nadu Housing Board Allotment of House/Flat No.H-653 at Ellis Nagar Land cost revised – intimation – reg.

Ref: Board's U.O. note Hudco 6/15548/2003 dated

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27.5.2004.

You are informed that the House/Flat No.H-653 at Ellis Nagar was allotted to you on 18.09.1987 at tentative cost basis. The difference in land cost was informed to you at the rate of Rs.6,32,630/- per ground based on the G.O.Ms.No.63 during 2001-2002. But you did not remit the informed amount towards the land cost.

You are now informed that the final land cost as on 31.12.2000 has been abnormally reduced to Rs.3,49,100/- plus 5% nominal profit as a special case against Rs.6,32,630/- per ground.

Based on the revised price, the difference in land cost and capitalisation amount are arrived as follows:-

1. Difference in land cost	:	Rs. 64,677
2. Capitalisation amount	:	Rs. 63,466
Total	:	Rs.1,28,143

You are requested to remit the above said amount on or before 10.06.2004 otherwise interest will be charged up to the date of payment. On receipt of the amount, the sale deed for the house/flat will be executed and handed over to you immediately.

If you have filed any case in the courts, kindly withdraw the case from the court for executing the sale deed. Please utilise the opportunity, settle the dues to TNHB and get the sale deed."

Thereafter some of the allottees paid the amount and obtained the sale deeds. The present batch of writ petitioners are those who are agitating the issues and these cases are taken up for final disposal.

12. The following contentions were submitted on behalf of the petitioners: The learned senior counsel arguing on behalf of the allottees submitted that only by board's proceedings dated 21.5.2004 the final cost was determined at Rs.3,49,100/- + 5% nominal profit. Therefore, referring clause 19 of the agreement which has been extracted above, it is vehemently contended that only after finalisation of the total cost of construction, and value of the land, the difference amount can be paid on demand. However, clause 19 does not specify any interest. Therefore, there is no question of paying interest. The writ petitioners/ allottees and the respondents Housing Board have entered into agreements and there is no dispute

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that they are bound with the terms of agreement. The contention of the petitioners is that the Housing Board, which is a statutory body, has not discharged its functions fairly. The contention of the writ petitioners is that the Board has decided the issue of land cost without application of mind arbitrarily and without considering the relevant facts and circumstances. That is why based on the representation, the Government has been modifying the final land cost from time to time. The fact that the final land cost fixed in the year 1993-94 at Rs.6,87,700/- has been modified to Rs.6,32,630/- and subsequently brought down to Rs.3,49,100/-, would go to show that the fixation of land cost was not done keeping in mind the interest of the allottees. The downward revision was done only after the grievances of the allottees were made known to the authorities. In all these proceedings the final land cost came to be revised again and again. The further contention is that the demand for interest for the inaction on the part of the Board in finalising the land cost and demanding capitalisation charges belatedly cannot be justified. Since the authorities were not acting in a fair and equitable manner and there is an unexplained and inordinate delay in demanding the amounts, the petitioners/allottees were put to great prejudice and hardship besides financial loss. Because of the non- conclusion of the issues, they are not able to get the sale deed executed. In such view of the matter, it was submitted that the impugned demands have to be set aside and the writ petition under Article 226 of Constitution of India is the appropriate remedy in the facts and circumstances of the present cases. The claim of the petitioners is on the ground that the authorities have not taken proper care to determine the final cost of the land, even though the Supreme Court decided the matter in the year 1992. The Division Bench of this Court headed by R.JAYASIMHA BABU,J. in the case of Krishnan.K.V. - v. - The Chairman and Managing Director, TNHB reported in 2004(1) CTC 178 observed in paragraphs 12 and 14 as follows:-

> "12. Numerous cases have come up before the Courts wherein the statutory bodies like the respondent before us had made allotments of lands or buildings and the rates at which the allotments were made or the escalation as claimed by them have had to be examined by the Courts. One recent decision brought to the notice of the Court by the counsel for the Housing Board is the decision of the Supreme Court in the case of Delhi Development Authority - v. - Ashok Kumar Behal and Others, 2005(5) S.C.C. 398."

> "14. It is evident that the statutory bodies which are engaged in the task of formulating housing schemes and allotting the same to the members of the public have a duty to satisfy the Court, when called upon, that their action was neither arbitrary nor illegal. The fixation of the price for the plots or

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the houses allotted by them is no exception to this rule. If it is found, after a scrutiny of the data placed before the Court by such a body, that the price fixed by it or the price sought to be revised is a result of arbitrary and illegal action, such action is amenable to correction by this Court."

In this case also the petitioners are before this Court praying to set aside the demand of amounts by the respondent pursuant to belated determination of the final land cost and the belated claim of capitalisation charges. Though other issues were raised at the time of filing the writ petitions, due to changed circumstances and subsequent events, which happened after filing of the writ petitions, many of the issues have become redundant except a few which alone are taken up for consideration.

13. The learned Additional Advocate General argued on behalf of the respondents relied on para 12 of the same agreement wherein, it has been stated that the purchaser/allottee shall pay 15% interest on any payments made on behalf of the purchaser by the vendor. According to the Housing Board, the interest on land cost has to be demanded from the year of allotment, viz., from 1982, 1983 onwards. On the contrary, the claim of the petitioner is that the liability to pay interest if any, should be only from 21.5.2004 when the final cost has been determined as on 31.12.2000/31.3.2001. The learned counsel for the petitioner would submit that even for the purpose of arriving at the final cost at Rs.3,49,100/- + 5% profit, the Department has taken into consideration the interest component as on 31.12.2000 both in respect of land cost and for the development expenditure. Therefore, calling upon the petitioner to pay the interest once again from the date of original allotment will be unreasonable. When the interest portion has already gone into the cost fixation as on 31.12.2000, there is no justification for demanding further interest from the date of order of allotment. The allottees are agreeable for payment of interest from 21.5.2004 (i.e.) the date of the Board's resolution.

14. Learned Additional Advocate General further submitted that assuming that the land cost was determined at Rs.6,32,630/- as per G.O.Ms.No.63 dated 2.2.2001 and the intimation to the allottees were given in the month of March, 2001 to pay the land cost, the allottees have been put on notice with regard to payment in the year 2001 itself and therefore they are liable to pay interest at least from March, 2001. From the narration of events as above, it is clear that the final land cost though determined earlier was not actually finalised. In the year 1993-94 the final land cost was determined at Rs.6,87,700/- after the decision of the Apex Court in the year 1992, however, it was not acted upon by the respondents inspite of the writ petition challenging the determination being dismissed. The land cost was thereafter fixed at Rs.6,32,630/- per ground as per G.O.MS.No.63

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dated 2.2.2001 and the challenge to the G.O.Ms.No.63 dated 2.2.2001 and the consequent demands were dismissed by the Division Bench of this Court on 31.10.2001. Thereafter the respondents once again revised the land cost to Rs.3,49,100/- per ground as on 31.12.2000 as per the Board's resolution dated 21.5.2004. The final cost at Rs.3,49,100/- was arrived, at an almost near consensus before the Lok Adalat on 9.3.2004, though such determination was not acted upon. However, such final determination has been subsequently accepted by the Board by its resolution dated 21.5.2004 and communicated by the authorities to the allottees by various letters and one such letter dated 10.6.2004 has been extracted above.

15. At the time of final hearing of the present batch of writ petitions, the Board resolution dated 21.5.2004 was relied upon to state that the final land cost was fixed duly in May, 2004 and therefore the allottees should be made liable to pay interest only from that date. Some of the counsel for petitioners challenged the inclusions of certain amounts in the final cost. It will be pertinent to note that the claim of the petitioners were restricted by the Division Bench order dated 31.10.2001 to three issues. One issue is compounding interest. On going through the working sheet relating to final land cost, it is clear that the respondents have adopted simple interest in respect of all payments to arrive at the final land cost. Therefore, the major grievance of the petitioners/allottees that compound interest should not be adopted has been given up and consequently the land cost has come down drastically. The Board is entitled to fix the final land cost as per the terms of the agreement. It has finally fixed the land cost and that has been communicated to the petitioners. Therefore, the allottees cannot once agitate the final land cost. In fact the Division Bench of this Court by order dated 31.10.2001 has upheld the final land cost at Rs.6,32,630/- and it has become final. The Board has shown further concession in interest and the final land cost has been further reduced. The final land cost has been determined in terms of the agreement and after mutual discussion in various forums. It is not open to the petitioners to agitate the issue over and over again and reopen the issue already decided. In this case, since the respondents have shown further concession in the interest and worked out the final land cost at Rs.3,49,100/-, there is no need to go into the final land cost once again. The compound interest issue also does not merit consideration since the Board themselves have worked out the final land cost based on simple interest. Further, as regards the final land cost the Division Bench of this Court in its judgment dated 31.12.2001 in para 31 held that the petitioners/allottees cannot raise any objection on the same. Further, the right of the Board to finalise the land cost is specified in the agreement itself. The petitioners/allottees are bound by the terms of the agreement. Hence, the petitioners/allottees cannot challenge the final land cost in this batch of writ petitions once again. Therefore, the further issues for consideration are relating to interest and capitalisation charges.

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16. As far as the capitalisation cost is concerned, the respondents claim that the amount demanded by them was left out and the Department is entitled to capitalise the interest on the cost of construction for certain period. As to how the capitalisation will be made generally, both sides refer to G.O.Ms.No.1666 dated 16.12.1988 as a matter of principle and it reads as follows:-

"ABSTRACT

Housing - TNHB - Allotment of flats/ Houses constructed by TNHB - Allotment under Government Discretionary quota - Allotment of surrender/cancelled/declined vacancies - Collection of interest from the date of ready for occupation to the date of actual allotment - orders - issued.

HOUSING AND URBAN DEVELOPMENT (K1) DEPARTMENT

G.O.Ms.No.1666 Dated: 16th Dec. '88

Read again,

i) Govt. letter (MS)No.1214, Housing and Urban Development Department dated 18.11.1985.

ii) Govt. letter (MS)No.542, Housing and Urban Development Department dated 11.04.1986.

iii) From the Chairperson & M.D. TNHB Lr.No.F3/87256/87 dated 02.06.1987.

iv) Govt., D.O.Lr.No.8150/K1/85-14 Housing & Urban Development dated 06.07.1987.

v) From the Chairperson on and M.D., TNHB D.O.Lr.No.P3/87256/86 dated 26.02.1988.

Order:

At present in respect of flats/Houses allotted by the Government, (under Government, Disc. Quota/Surrendered/cancelled/declined vacancies) and by the Board (From the waiting list) interest charges for the periods from the date of ready for occupation, till the date of allotment order is capitalised and collected from the allottees concerned.

2. The Government have received several representations from the allottees that it is not fair to collect the interest charges from them for the period

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of belated allotments, as it is not a fault of theirs. However, as the flats/houses are constructed by the TNHB by obtaining loan from other agencies, especially, the Housing and Urban Development Corporation and as the Board has a commitment to pay the interest charges on the loan amount obtained from such agencies, besides payment of principal, the 'Capitalisation of interest charges' cannot be completely dispenses with. If this request is complied with, the Board will incur a very heavy loss. Therefore, with a view to see that the Board do not incur any loss, and the allottees are not unnecessarily penalised by the 'Capitalisation of interest charges' the Government in consultation with TNHB have considered various measures. The TNHB in its Resolution No.29 dated 29.01.1988, have agreed with the suggestion of the Government to collect the interest from the allottees on the amount of the initial cost and the monthly instalments that would have been paid from the date of ready for occupation till the date of allotment order.

3. The Government in suppression of all the previous orders on the subject direct that in respect of TNHB flats/houses/surrendered/ cancelled etc., and allotment made from the waiting list, interest at the prevailing market rate should be collected from the allottees for the period from the date of ready for occupation till the date of allotment order on 1/3 or ¼ of the initial cost as the case may be. Besides interest at the same rate on the monthly instalments that would have become due from the date of ready for occupation till the date of allotment should also be collected at the prevailing market rate for the said period.

4. This procedure should be adopted in respect of all allotments made on or after 1st January 1985. The Chairperson and M.D., TNHB is requested to issue suitable instructions to the subordinates, authorities to carry out the above instructions.

5. The Chairperson and M.D., TNHB is requested that the new procedure for 'Capitalisation of interest charges' should be incorporated on the advertisements calling for applications and in the application forms also.

(By order of the Governor)
Sd/- Commissioner & Secretary"

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17. Though the aforesaid G.O. is of the year 1988 and relates to certain category, the principle of capitalisation is in built, in a transaction of this nature. Capitalisation forms a component in the transaction between the allottees and the Housing Board where the flat/house is built for the allottees and the Board spends the money by taking loan from financial institutions. Capitalisation is done in respect of the interest portion on the cost of construction or the value of the building from the date when it is made ready for occupation till the date of allotment. Such interest is capitalised and recovered from the allottees. This amount has to be necessarily borne by the allottees, since it is at his behest that the house has been constructed. In respect of Government servant and allottees under G.O.Ms.No.1666 dated 16.12.1988, certain benefits are extended in so far as the capitalisation charges are concerned. Even in G.O.Ms.No.63 dated 2.2.22001 and in the notices issued thereafter, the allottees were informed about the capitalisation charges. However, the Division Bench while dismissing the writ petition, granted liberty to the allottees, some of whom are the present writ petitioners, to raise objections only with regard to the break up figures, viz., (1) compound interest, (2) period of interest and (3) capitalisation charges where the delay of allotment is on the Housing Board. Para 5(2) of G.O.Ms.No.63 deals with capitalisation.

18. The earlier Division Bench in its judgment dated 31.10.2001 in paragraph 24 relying upon clause 18 of the agreement came to hold that the allottees cannot dispute their liability to pay the revised cost of land/building. Such finding was based on the decision of another Division Bench in the case of Ragunathan - vs. - Tamil Nadu Housing Board reported in 1997 Writ Law Reporter 25. Further, the earlier Division Bench of this Court has relied upon the decision of the Delhi High Court reported in DDA Self Finance Flats Owners Society - vs. - U.O.I. AIR 2001 Delhi 39 with regard to fixation of cost. Therefore it held that the housing Board is entitled to determine the final flat cost which would also include the capitalisation of the interest portion for the aforesaid period. This is the reason why the Division Bench reserved the right of the petitioners/allottees to challenge the capitalisation charges where there was a delay in allotment, in view of a specific plea raised by a counsel whose contention is set out in paragraph 6 of the judgment of the Division Bench dated 31.10.2001 which is as follows:-

> "The claim made under the head of 'capitalisation' also cannot be sustained, since the delay is not on the part of the allottees in getting the allotment. Hence the allottees cannot be made liable to pay the capitalisation charges from the date of their building was ready for occupation till the date of allotment. The liability of the allottee will come into play only after the allotment is made."

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Therefore, it is clear that the claim for capitalisation of interest was not in dispute. The dispute is whether the capitalisation charge is payable where there is a delay on the part of the Housing Board in making allotment. At present the contention of the counsel for all the petitioners is that interest on the capitalised amount is payable only from the date of demand and it cannot be claimed from the date of allotment.

19. Further, the reason for the Division Bench giving liberty to the allottees to make their objection relating to capitalisation where there is a delay in allotment, is apparent from the proceedings of the Housing Board which is extracted below:-

"From
L.Navaneethan,B.E.,
Executive Engineer &
Administrative Officer,
Madurai Special Division,
Tamilnadu Housing Board,
Ellisnagar,P.B.No.4,
Madurai-635010.

To
Tmt.S.Lakshmi,
W/o Rahavan,
T.197, Ellisnagar,
Madurai-16.

--Letter No.SD9/7575/9\86 Dated 11.12.89

Sir,

Sub: Madurai Special Division - T.197 - revision of Building cost - Reg.

Ref: 1) Your lr.dated
2) This office allotment order No.SD9/7575/86 dated 30.5.86

In the allotment order issued in the reference 2nd cited, the Building cost for T.197 has been informed as Rs.1,38,337/- having capitalised the firm cost for the period from 3/86 to 30.5.88 during which period your house was not ready for occupation.

In view of belated readiness of your house on 8.7.88, the capitalisation added in the allotment order is deleted. Hence the building cost Rs.1,19,000/- is confirmed instead of Rs.1,38,337/-.

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Sd/L.Navaneethan,
Exe.Engr.& Adm.Officer,

/by order/

Sd/- Superintendent."

20. Therefore, the power to capitalise the interest portion of building cost was tacitly admitted. The only issue was with regard to the claim for relief where there was delay in allotment by the Housing Board. Except one case of the year 2000 none of the counsel appearing for the allottees/petitioners have argued that there was delay in allotment and therefore capitalisation charge cannot be made. The grievance of almost all allottees/writ petitioners is that on the capitalised amount, interest is charged from the date of allotment of flat/house till date of payment which is more than the capitalised amount. They pleaded that interest if at all will be payable in default of payment on demand. Further, a reading of G.O.Ms.No.1666 dated 16.12.1988 would clearly go to show that the capitalisation charges has to determine from the date when the flat or house are made ready for occupation till date of allotment. Therefore, the power of the Housing Board to demand the capitalisation charges, particularly in view of the various terms of the agreement relating to the right of the Board to determine the final cost, cannot be disputed. The capitalisation charges, will be determined for the period from the date when flat/house was made ready for occupation till date of allotment. Where the allottee has raised a specific plea of inordinate delay of allotment after the building is made ready for occupation that will have to be dealt with separately. In this batch of writ petitions, the abovesaid issue does not arise, since none of the counsel has raised the issue, except the writ petitioner, viz., W.P.No.11838 of 2000, which is dealt with separately.

21. The question now to be decided is what is the period from which interest is payable both in respect of final land cost and capitalisation charge. As for the period from which interest can be claimed is concerned, the final determination of land cost was made on 21.5.2004 with effect from 31.12.2000 as per Board's resolution and it is agreeable to the writ petitioners/allottees. When the demand was made in March, 2001, the final land cost did not reach a finality. It came up for further consideration before the authorities from time to time and only before the Lok Adalat, the parties came to an almost near agreement on the final cost. Even thereafter respondents did not approve and finalise the land cost and it is only pursuant to the Board's resolution dated 21.5.2004, the final land cost was determined by the respondent and demand notices have been issued from June, 2004. The tenor of the notice dated 10.6.2004 clearly states that the land cost and capitalisation cost should be paid within a particular date, failing which interest will be calculated. It is, therefore, clear

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that the demand itself is prospective. The respondents wanted to conclude the issue only after the Board's resolution and such decision has been communicated in June, 2004 and thereafter. Therefore, the liability of the allottees to pay interest would arise only in default of payment of the amount as demanded by the respondents in June, 2004 pursuant to the Board's resolution dated 21.5.2004. So, the Department cannot charge interest from the date of allotment. Eventhough logically interest should be charged depending upon the date of service of notice, in order to avoid any unnecessary confusion and complication in such matter, on the basis of the fair concession made by the counsel appearing for the petitioners/allottees to the effect that interest can be charged from the date of Board's resolution dated 21.5.2004, we make it clear that interest on the revised land cost as well as capitalisation charges would be payable with effect from 21.5.2004. As already indicated the counsel appearing for the petitioners have fairly conceded that interest can be charged from 21.5.2004. Therefore, the allottees are liable to pay the interest on and from 21.5.2004.

22. In respect of pending cases, respondents will rework the capitalisation charges based on the above stated direction and the petitioners/allottees will pay the amount so determined together with interest. If no notice or demand had been made so far in respect of capitalisation charges, the respondents will work out the capitalisation charges as set out in para 20 and notice/demand will be issued to the allottee concerned to pay the amount with interest from 21.5.2004.

23. As regards the rate of interest that is payable, the allottees have already entered into agreement with the Housing Board. The allottees and the respondents are bound by the terms of the contract. In fact in several decisions of this Court, it has been held conclusively that the allottees are bound by the lease-cum-sale agreement and they cannot resile from the contract. The following decision of the Apex Court can usefully be referred:-

In Bareilly Development Authority - v. - Ajay Pal Singh reported in AIR 1989 Supreme Court 1076, the Supreme Court held in paragraph 21 thus:-

> "21. There is a line of decisions where the contract entered into between the State and the persons aggrieved is non-statutory and purely contractual and the rights are governed only by the terms of the contract, no writ or order can be issued under Article 226 of the Constitution of India so as to compel the authorities to remedy a breach of contract pure and simple : Radhakrishna Agarwal v. State of Bihar (1977)3 SCR 249 : (AIR 1977 SC 1496), Premji Bhai Parmar v. Delhi

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Development Authority (1980)2 SCR 704 : (AIR 1980 SC 738) and D.F.O. v. Biswanath Tea Company Ltd. (1981)3 SCR 662 : (AIR 1981 SC 1368)."

This view of the Apex Court is reiterated in the case of Bareilly Development Authority - v. - Vrinda Gujarati (SC) reported in 2004(1) CTC 785. Therefore the petitioners/ allottees are liable to pay interest on the final land cost as per the terms of lease-cum-sale agreement entered with the respondents.

24. As stated earlier some of the writ petitions now pending for consideration by this Court are challenge to demand notices demanding land cost and capitalisation cost issued in the month of March, 2001, based on G.O.Ms.No.63 dated 2.2.2001. G.O.Ms.No.63 dated 2.2.2001 and the demand notices were challenged in a batch of writ petitions and the same were dismissed by a Division Bench of this Court by order dated 31.10.2001. Based on this, demand notices were issued and some of the allottees have paid the amount and obtained the sale deeds and closed the issue, there is no need to deal with these cases past and concluded and it is treated as closed. Therefore, in respect of writ petitions challenging the demand notices issued in the month of March, 2001 and August to December, 2001, there is no need to set aside the same in view of the subsequent events. The impugned notices in the writ petitions which are issued pursuant to G.O.Ms.No.63 dated 2.2.2001 does not require to be set aside or modified as the respondent themselves have reworked the land cost and capitalisation charges in June, 2004 after the final land cost was fixed and approved by the Board. However, as discussed earlier, the Board has reconsidered the final land cost and arrived at the figure at Rs.3,49,100/- + 5% nominal profit pending the present batch of writ petitions. Therefore, if allottees have accepted such demand and paid the land cost and capitalisation charges pursuant to demand notices issued in the month of June 2004, no further adjudication is required. However, in the pending writ petitions, based on the Board's resolution, where demand notices were issued on the writ petitioners and the payments are due, respondents will have to proceed in accordance with the directions of this Court issued in the present batch of writ petitions. It is made clear that except the issue relating to the final land cost and capitalisation charges, all other issues were not contested by the respective writ petitioners and the respondents are entitled to proceed in the matter pursuant to notices or demand issued claiming other amounts in accordance with the terms of the agreement entered into between the parties.

25. In the result, all the writ petitions are disposed of with the following directions:-

(a) The petitioners/allottees will pay the final land cost at the

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rate of Rs.3,49,100/- per ground with 5% nominal profit. The actual amount determined by the respondents in respect of each allottee shall be paid together with interest as per the rate set out in the agreement from 21.5.2004 till date of payment.

(b) The capitalisation charges will be determined for the period from the date when flat or house was made ready for occupation till date of allotment for occupation and such amount will be indicated separately. The interest on such amount will be payable from 21.5.2004.

(c) If the respondents have not intimated the petitioners/allottees about the capitalisation charges so far, it is open to the respondents to specify the amount as stated in clause (b) and demand the same with interest from 21.5.2004.

On complying with the above directions and satisfying any other requirement as per law, the petitioners/allottees, who have prayed for execution of sale deeds in their favour, are entitled to get the sale deeds executed. No costs.

At the time of pronouncement of the order, at request of the learned counsel appearing for the petitioners and also Mr.D.Veerasekaran, learned counsel appearing for the Housing Board, there will be a further direction that the final determination will be done by the Housing Board within a period of six weeks from the date of receipt of a copy of this order.

Sd/-
Asst. Registrar.

/true copy/

Sub Asst. Registrar.

ts.

To

1.The Secretary to Government,
State of Tamilnadu,
Housing and Urban Development Department,
Fort St. George,
Chennai-600 009.

2.The Chairman and Managing Director,
Tamil Nadu Housing Board,
Nandanam,

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Chennai-600 035.

3.The Executive Engineer and
Administration Officer,
Tamil Nadu Housing Board,
Madurai Special Division,
Ellis Nagar,
Madurai.

1 cc to Mr.D. veerasekaran, Advocate for TNHB, Sr. 48441
3 ccs to Mr.M. Muthappan, Advocate, Sr. 48293 to 48295
1 cc to Mr.G. Nagarajan, Advocate, Sr. 48509
1 cc to M/s. Mani Associates, Advocate, Sr. 48283

W.P.Nos.6036 of 2002 etc., batch

VC (CO)
kk,km,gp,Rvl,SR,BP,SG,DV 8/1
Compared by IS,NL,SKY,Pch

HIGH COURT OF JUDICATURE MADRAS
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